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Current Topics.

The Lord Chancellor on Legal Reform.

WE NOTICED last week the first two of the Lord Chancellor's articles in *The Times* on Legal Reform. They were concerned with Land Transfer, with the King's Bench Division and its Judges, and with the trial of divorce cases on circuit, and the question of an Imperial Court of Appeal was also touched on. The third article, which appeared in *The Times* of the 17th inst., dealt with the Poor Litigant, the salaries of Judges, economies at the Courts, pensions and court fees, and proceedings against the Crown; and the fourth (*Times*, 18th inst.), with changes in the County Courts.

The New Poor Persons Rules.

THE NEW Poor Persons Rules come into operation on 1st January, and Lord BIRKENHEAD states the reasons which have called for them, and acknowledges the goodwill with which the Law Society have welcomed the proposals, and the promise, which he thinks he discerns, of a general co-operation from the profession at large. We printed recently (*ante*, p. 128) the President's appeal for such co-operation, but the whole question of help to poor litigants is in the experimental stage, and it is complicated by the great increase in divorce cases, a kind of work which requires special knowledge and experience. In the United States, poor persons are assisted by legal aid societies. The first of these was started in New York in 1876, but they spread rapidly, and in 1917 there were forty-one in existence. Valuable information on the subject is contained in a paper read by Mr. SMITH, of Boston, before the American Bar Association last August, and we hope to return to it. Of course, the system depends on the provision of funds from public or private sources.

Judicial Salaries.

JUDGES are hard hit like other people by pressure of taxation and other current troubles, and they cannot increase their incomes by extraneous work, nor can they resort, as in the United States, to a fundamental law of the Constitution which forbids their being taxed. But we do not propose at present to follow the

Lord Chancellor's articles in detail. The question of the county court staffs we deal with elsewhere in connection with the recent report. The simplification of proceedings by or against the Crown has been arousing a good deal of interest lately—for instance, before the Income Tax Commission and at the recent Liverpool meeting of The Law Society—and this also we hope to discuss. Meanwhile Lord BIRKENHEAD has taken a useful, if novel, step in stating to the world at large his views as to current needs of Law Reform.

The Administration of Justice Bill.

THE ADMINISTRATION of Justice Bill, which had been passed by the House of Lords, passed through all its stages in the House of Commons on Monday, and will no doubt immediately receive the Royal Assent. Probably few measures of first rate importance have ever gone through Parliament with so little discussion. We have already noticed that in the House of Lords the discussion was confined to the Lord Chancellor and the Lord Chief Justice. In the House of Commons there was no discussion at all. Mr. INSKIP and Major ENTWISTLE, indeed, called attention to the way in which the Bill was being rushed through, but they yielded to the Attorney-General's desire to have it passed at once, and they did not carry their protest so far as to attempt any discussion. The Attorney-General explained the provision which forbids juries in the county court in Rent Restriction cases, but that was about all the enlightenment the proceedings produced. And yet this is a measure which extends divorce jurisdiction to the provinces—an extension, no doubt necessary, but effected by the Bill in a very questionable way—and it proposes an important restriction on the right to trial by jury. That, again, is a question which it might be supposed was worth discussing. But, in fact, the Bill was treated as a mere departmental Bill and passed on the certificate of the Attorney-General. The Lord Chancellor has been happier with his "Ministry of Justice (Miscellaneous Provisions) Bill" than the Minister of Health in similar case. Part II providing for the reciprocal enforcement for judgments here and in the other Dominions is, of course, purely a technical matter, calling for no general discussion. No doubt the introduction of divorce business at the Assizes must be regarded as purely experimental. It is essentially business to be dealt with in local courts. But possibly the Lord Chancellor, as he works out his scheme of Law Reform, will see that the county court must be placed in proper position as a local branch of the High Court.

The Business Premises Report.

THE REPORT of the Select Committee which was appointed last June "to inquire into the position of leaseholders and tenants of business premises and to advise whether any and, if so, what alterations in the law are required to remove obstacles to the development of their businesses arising out of conditions affecting tenure, undue restrictions on improvements, and unreasonable increases in rent," has now been issued. The Committee are satisfied upon the evidence that "(i) in a substantial number of cases, tenants have been compelled to submit to what appears to be an unconscionable increase in rent in order to retain possession of their business premises; and (ii) in a number of cases they have been dispossessed of business premises without being given any option to retain them on fair terms." Cases of the latter kind, it is pointed out, have sometimes caused peculiar hardship, owing to a consequent loss of goodwill. On the other hand, the great majority of landlords do not appear to have acted harshly towards tenants. On the whole no excessive return is exacted on capital invested in business premises. Temporarily the Rent Restriction Act of the present year has been applied to the smaller businesses, but its operation, the Committee say, has not been wholly satisfactory, and it appears that in many directions it has produced unexpected effects and sometimes led to injustice; and instances of this are given. Thus the superior tenant of entire premises may be outside the protection of the Act and the rent may be raised to any extent,

while his sub-tenants are protected. And there is the anomaly that premises used partly for business and partly as a dwelling come under the provisions as to dwelling-houses. Hence the Committee do not recommend that the operation of the Act in relation to exclusively business premises should be prolonged.

A Proposed Special Tribunal.

AS TO ANY alternative scheme, the Committee lay stress upon the necessity for not interfering with the investment of capital. Any proposed legislation, they say, which tends to discourage the *bona fide* investor is to be approached with caution—more especially at the present time, when there are large arrears of building to be made up. The true remedy for existing grievances lies in schemes for building new premises, of reconstructing existing premises on larger lines, and of development of new sites on areas adjacent to business districts, but now occupied by decayed or undeveloped semi-residential areas. No doubt, as the Committee argue, this would restore the balance between demand and supply, and make provision for the future; but they recognise that some immediate relief for tenants is wanted, and they claim that their recommendations give this relief, without destroying all inducements to landlords and prospective landlords to increase the supply of premises. Hence they recommend that until 24th June, 1923, failing mutual agreement, a tenant may apply before the expiration of his tenancy to a special tribunal for the prolongation of his tenancy, but not beyond the expiry of the Rent Restriction Act, and that the tribunal shall have jurisdiction to grant the application upon such terms as shall appear just. The Committee make suggestions as to the considerations which should guide the tribunal. These, as well as the proposed constitution of the tribunal, we print in full on another page.

Defamation by Advertisement.

IN THE CASE of *Dunlop v. Dunlop Rubber Co., Ltd.* (*Times*, 21st inst.), the House of Lords decided on an interlocutory appeal from the Irish Court of Appeal three small points of exceptional interest. Mr. DUNLOP, the inventor of the famous pneumatic tyre, took exception to certain advertisements issued, so he alleged, without his authority by the company. These advertisements used his portrait, dressed and postured, in ways of which he complained, to draw attention to their wares. Mr. DUNLOP, apparently, was indifferent to such representations of himself elsewhere than in Ireland, where he lived, but in that country he strongly objected to the appearance of his figure in the advertisement. So he commenced proceedings in the Irish Court of Chancery claiming an injunction against the defendants to restrain them from issuing the advertisements in Ireland. The difficulty was that the defendants' registered office was in England; they neither reside nor carry on business in Ireland. So the plaintiff had to ask leave for the service of the writ out of the Irish jurisdiction, and this leave he duly obtained in the Irish courts. The House of Lords, in the present appeal, supported the decision of the Irish Chancery Court and Court of Appeal; they allowed service out of the jurisdiction and upheld an interlocutory injunction pending trial.

The Right to Privacy.

NOW THE THREE points before the Lords on the appeal were these. In the first place, assuming the plaintiff's statements to be correct, was there any actionable tort in respect of which he could sue and claim an injunction? Secondly, if the action complained of be such a tort, is such tort committed in Ireland, where the advertisements appeared as well as in England, or only in England, where the company reside and authorised their issue? Upon this depends, of course, the question whether or not a writ will issue out of the Irish jurisdiction against a defendant abroad, i.e., in England. Thirdly, assuming the action to be triable in Ireland, nevertheless it is also triable in England, and the question at once arises as to which is the more convenient forum. The defendants pointed out that by the Irish Rules of

Practice, they were not entitled to a jury in Ireland, whereas, in England, on any question of defamation, either party has a right to a jury. The Irish venue might deprive an English defendant of a right conferred on him by English law. Each of these points is interesting, but the House of Lords was only dealing with an interlocutory application, and so, of course, had only to consider the issue, whether or not the plaintiff had made out a *prima facie* case. As regards his right of action, of course the much discussed problem, whether or not any "Right to Privacy" exists under English law, inevitably emerges once more. Can a man, or a woman, restrain anyone from publishing a portrait of him or her? Probably not. In America some state-courts have decided one way, and some another, but neither in England nor in America has there been any satisfactory decision which can be regarded as conclusive. Everyone has heard of the millionaire who married the most beautiful woman in Philadelphia, and then, found her portrait appearing on every hoarding to advertise some soap she never had heard of; but he failed to obtain an injunction in the American courts. In the present case, no "Right to Privacy" was set up by the plaintiff. It was asserted that the advertisement represented him in dress and posture such as tended to bring him into "hatred, ridicule, and contempt," i.e., that it was capable of a defamatory meaning. The House of Lords did not decide that such a representation is necessarily defamatory, nor even that it is capable of a defamatory meaning, but simply that there was a *prima facie* case for alleging that such advertisement may be actionable, an issue which the Irish courts should be allowed to try.

A Jury of Matrons.

IN THE interesting preface which Sir EDWARD MARSHALL HALL contributes to the late Mr. IRVING's edition of *R. v. Henry and Thomas Wainwright* (Notable Trials Series, No. 24, Wm. Hodge and Co. Ltd., 10s. 6d. net), that distinguished advocate tells a story of his first experience of a murder trial. The story is quite novel; at least, we have no recollection of ever having met it before in any of the entertaining volumes of legal reminiscences now so numerous. It is a case in which Sir EDWARD officiated, not as counsel, but merely as a spectator; he was, in fact, a schoolboy in Brighton at the time. CHRISTIANA EDMUND was being tried for the murder of a little boy—a case now forgotten, but then a *cause célèbre*. She was tried, convicted, and sentenced to death at the Old Bailey, but respite and sent to Broadmoor Asylum. After conviction the prisoner was called on, in the usual way, to say whether there was any reason why sentence should not be passed on her in accordance with law. She pleaded her condition in bar of the death sentence, and a jury of matrons was impanelled to decide upon the plea; their decision was adverse. The matrons required the assistance of a doctor, and one passing by was pressed into this invidious service. He pleaded that he had no stethoscope, whereupon a police constable was sent off to fetch one from the nearest shop in Ludgate Hill. He presently returned groaning under the burden of a naval telescope!

Irving as a Criminologist.

IN THE introductory preface just mentioned Sir EDWARD MARSHALL HALL contributes an exceedingly interesting appreciation of the late Mr. HENRY IRVING. Although little known to the world at large, Mr. IRVING was a familiar figure to the Old Bailey Bar. Although he did not practise, his curiosity for the details of crime and his picturesque personality excited the attention of all who met him, whether as a guest in the mess, or as a reader in one of the Inns of Court libraries, or as a gaunt figure wandering dreamily about the Temple. Son of the celebrated actor-manager and himself an actor of no mean capacity, Mr. IRVING's sense of the dramatic took the unusual form of an intense interest in famous criminals and their trials. The passionate drama of these human tragedies exercised over him a most extraordinary fascination. In his Oxford days he enchanted the Junior Common Room of New College by the graphic descriptions he gave of the most commonplace trials at Oxford Assizes, where he spent most

of his time to the great detriment of more regular academic studies. As a Bar-student, too, he preferred spending all his leisure at the Old Bailey to reading up for his examinations. In the end he abandoned the Bar to become a writer on criminology, and produced a quite new kind of popular law report, unique in the annals alike of literature and of law. His "Life of Judge Jeffreys" is a remarkable book; IRVING on the whole rather sympathises with this most-criticised figure in judicial history. An equally remarkable book was his "Studies of French Criminals" published in 1901; the French legal system and its famous criminals had a remarkable attraction for him. In 1918 he published another most readable work, the "Book of Remarkable Criminals." And his studies in the "Notable Crime Series," those of Franz Muller, Mrs. Maybrick, and the Wainwrights, are models of all that such books ought to be. The introductions are masterpieces of the *mise-en-scène*: they read like novels of GABORIAU or CONAN DOYLE. The trials are most accurately reproduced, and the points of law taken are carefully explained.

The Crimes Club.

BUT MR. IRVING's most characteristic offspring was the "Crimes Club," which he founded in conjunction with some celebrated members of the Central Criminal Bar Mess. Their names cannot be revealed, for among many strange rules the club forbade the publication of its debates, of its members' names, and of its meeting-places. This looks as if it were a club for the commission of crime: but, in fact, its object was the harmless one of studying criminology and discussing crime mysteries with a view to assisting the police in unravelling them. In many a case of an undiscovered and unpunished criminal, the club suggested its solution to Scotland Yard, usually Mr. IRVING's solution rather than that of his fellow-members, who admired his genius but could not emulate it. But IRVING's solutions were usually derived by methods familiar to the readers of the Sherlock Holmes novels, and the Gaboriau novels, or the well-known "Tales of Mystery," of EDGAR ALLAN POE. And, unfortunately, such methods usually offend against all the laws of hearsay and other forms of inadmissible evidence known to our courts: so they edified rather than assisted the stolid guardians of Scotland Yard. IRVING, indeed, was suited for detective work in France, the subtle and dramatic, rather than in England, the solid and commonplace but eminently real. Lecoq, that romantic creation of Gaboriau, was his favourite hero—a preference shared we believe, by such distinguished men as Lord BRAMPTON, Lord RUSSELL OF KILLOWEN and Sir CHARLES MATTHEW, to mention only those who have departed from among us. It was characteristic of IRVING, too, that he sympathised with the master-experts in crime almost as much as with the successful detectives. He undoubtedly admired the misused talents of Wainwright, Lacenaire, and Peace. He had, too, an unusual and inexplicable sympathy with Dr. Crippen, based apparently on the view that Crippen had thought "the world well lost for love," and could easily have made his escape from justice if he had been willing to abandon his companion. Sir EDWARD MARSHALL HALL frankly confesses to a similar inexplicable sympathy with this famous criminal, not one of the many recent heroes of *causes célèbres* whom it has been that able advocate's duty to defend.

Discharge of a Jury in course of Trial.

THE ONLY point of criminal law or procedure which seems to invite the attention of lawyers to the recent notorious case of *Rex v. Field and Gray* (*Times*, 18th inst.), better known as the "Beach Murder Case," is the course to be taken by a judge when a juror falls ill in the course of a prosecution for murder or any other felony. In this trial a juror was found to be too unwell to be of real assistance, but this discovery was not made until

after the jury had been sworn and counsel for the Crown had concluded his opening speech. The learned judge took the obvious and proper course, he discharged the jury and swore a new jury, including the eleven other jurymen and an additional juror, with whom the whole proceedings were recommenced *ab initio*.

The course adopted, as we have said, seems to be unquestionably the correct course. When a juror is incapacitated in a civil trial the parties may agree to accept the verdict of eleven, in which case there is doubtless an irregularity, but neither party can challenge such irregularity; they are clearly estopped from so doing. But in a criminal indictment no similar principle is available, and such an irregularity would doubtless lead to the quashing of the proceedings on a Writ of *Venire de Novo* in the Court of Criminal Appeal; a new trial would follow, because there has been no trial at all in the eyes of the law. In *R. v. Wakefield* (1918, 1 K.B. 216), the Court of Criminal Appeal ordered a new trial on the ground of "no trial," where a juror had been impersonated by an unqualified substitute. It seems clear that an agreement to proceed with eleven jurors would not make a valid juror in a criminal case; even supposing the Crown and the defence were so to agree. As a matter of fact, the course adopted by Mr. Justice AVORY in the "Beach Murder Case" was approved as proper in *R. v. Edwards* (1812, R. & Ry. 224), where a juror fell ill in the course of the trial. It has also been held (1) that the accused must be allowed his challenges of the jury all over again (*R. v. Beere*, 1843, 2 Mood. & R. 472), (2) that all the jurors must be re-sworn (*ibid.*), and (3) the witnesses, if any, must be re-sworn: *R. v. Bertrand* (1867, L.R. 1 P.C. 520). In the last-named case it was held to be irregular for the judge to read over his notes of evidence to the new jury in a trial where the first jury had been discharged for failure to agree; this was a Privy Council decision, and the offence was a felony. As a matter of fact, the cases show that this irregular practice has sometimes been adopted, as in *R. v. Monson* (1903, 67 J.P. Newsp. 267), but it is clearly bad law, at all events on an indictment of felony: *R. v. Lawrence* (1909, 25 T. L.R. 374).

As a matter of fact, not only in cases of illness but in other circumstances as well, the trial judge has a very wide discretion as to whether or not he will discharge a jury for some reason which he deems adequate. He is the sole judge of the propriety of such a course, and his exercise of his discretion is not subject to review by a higher court (*R. v. Lewis*, 1909, 78 L.J., K.B. 772), but the Court of Criminal Appeal has intimated in certain cases that it considers such a discharge inadvisable. Doubtless in similar cases, a judge would act on that Court's expressed views. Thus it has been stated by the Court that it is not a good ground for discharging a jury merely because a material witness for the Crown has refused to give evidence (*R. v. Lewis, supra*). Nor is it a good ground that a juror is a relation of the accused: *R. v. Wardle* (1842, Car. & M. 647). Nor yet because a material witness is not sufficiently acquainted with the nature and obligation of an oath, so that a postponement is wanted in order to give him the necessary ethical instruction: *R. v. Wade* (1825, 1 Mood. C.C. 86).

The following are a few of the circumstances in which reported cases show that judges have exercised, with the approval of a higher court, their discretion of discharging a jury and recommencing afresh with a new jury. There are several cases in which it has been done because a juror fell ill; indeed, when he dies this must be done, and it ought to be done whenever he is taken ill beyond hope of a speedy recovery (*R. v. Beere*; *R. v. Lawrence, supra*). It has been held that in such cases so many of the old jurors should be re-sworn as possible, subject always to the prisoner's right of challenging them afresh. The same course has been adopted where the prisoner fell ill: *R. v. Street* (1826, 2 C. & P. 413). Where a witness for the defence is absent, and the prisoner asks for a postponement, the same course is the proper one to adopt; to keep the jury waiting until the postponed trial can be held would be impracticable and a gross hardship upon them: *R. v. Stokes* (1833, 6 C. & P. 151).

In the same way, if pressure has been used to keep witnesses out of the way, or if sudden accident prevents a witness for the Crown from giving evidence, it is not improper to discharge a jury: *R. v. Charlesworth* (1861, 1 B. & S. 460, per COCKBURN, C.J., at p. 504). The same course, too, must be adopted where a juror who had not been summoned is accidentally sworn: *R. v. Phillips* (1868, 11 Cox C.C. 142).

It is still more clear that the duty of the judge is to discharge a jury where a juror has been guilty of misconduct, accidentally or intentionally, which is discovered before the conclusion of the trial. In *R. v. Metcalfe* (1848, 3 Cox C.C. 2220), this course was approved where a juror, in a trial for felony, improperly separated himself from his fellows and mingled with the crowd. Where irregularities of this kind are not discovered until after the verdict, the judge cannot discharge the jury and commence afresh; then a writ of *Venire de Novo*, or an equivalent order of the Court of Criminal Appeal, has always been the proper remedy in the hands of the Crown. In *Hughes v. Budd* (1840, 8 Dowl. 315) a juror left the court to buy cigars; in *R. v. Ward* (1867, 17 L.T. 220), one left the court-house without leave after being sworn; in both cases it was held proper to discharge the jury. Naturally the same rule applies *a fortiori* where a jury or any of them eat or drink at the expense of one of the parties before verdict; indeed, it is misconduct punishable with fine for a juror to eat or drink at his own expense during the trial (Co. Litt. 227 b); but in the latter case, as distinct from the former, a jury need not be discharged: *Everett v. Youells* (Nev. & M. 530). So likewise a jury must not receive evidence out of court, whether oral or documentary; nor must they determine their verdict by lot, according to the better opinion of jurists.

It will be seen, then, that a judge very properly possesses wide powers of discharging a jury without asking them to give a verdict for any reason he may deem adequate. This power is most frequently exercised when the jury, after a reasonable interval, fail to return an agreed verdict; but such case is in principle on all fours with those discussed above. It is only because of the comparative frequency of its occurrence that it seems to stand in a different category. The general rule seems to be that, wherever it is necessary or convenient and not unfair to the prisoner, the judge can discharge a jury and empanel another in the course of trial.

The County Court Staff Committee's Report.

THE County Court Staff Committee, which has just issued its report, was appointed by the Lord Chancellor in July, 1914. Mr. RIGBY SWIFT, K.C., now Mr. Justice SWIFT, was the Chairman, and the other members were Mr. B. J. BRIDGMAN, the Superintendent of the County Courts Department of the Treasury, Mr. ARTHUR L. LOWE, Mr. A. COPSON-PECK, Judge W. HOWLAND ROBERTS and Sir CLAUD SCHUSTER. It was appointed—

"To consider the methods of calculating, and the amount of, the remuneration, and the conditions of employment, of registrars, high bailiffs and subordinate staffs of the county courts in England and Wales, and to report what measures, if any, should be taken in order to secure efficiency and economy in the work of the courts and fair conditions of employment."

By virtue of section 45 of the County Courts Act, 1888, certain county courts are known, for the purpose of fixing the remuneration of registrars, as "over-6,000" courts, and the registrars may either be precluded from private practice and have a fixed salary assigned to them, which may vary from £500 to £1,400 a year—there are eighteen registrars at fifteen such courts; or may have a salary varying with the number of plaints issued. There are sixty-two registrars of sixty "over-6,000" courts who are remunerated by fluctuating salaries in this way, and under a Treasury Minute of 18th August, 1913, they vary from £650 up to £700. The clerks to all these registrars are paid by the registrar out of an allowance for clerk-hire, which is fixed by the Treasury and

accounted for by the registrar. Some 400 courts in which the plaints have never exceeded 6,000 in one year, are known as the "under-6,000," and the remuneration of the registrar, as regulated by section 45, is £100 up to 200 plaints, with increases of £4 for every additional twenty-five plaints up to 6,000 inclusive. But this remuneration is inclusive of salaries to clerks, and the registrar can employ as many or as few clerks as he pleases, and he may employ them as whole-time or part-time clerks. But in all the above cases there are certain additional fees and additional remuneration for duties under other Acts. Moreover, in cases where no fixed salary is assigned so as to entitle the Lord Chancellor to make an order precluding private practice, a practice has grown up—apparently without statutory sanction—for the Lord Chancellor to require the registrar either to surrender his private practice or to submit to its restriction. In thirty such cases he has been debarred wholly, and in fifteen partially, from "private practice":—

"The consequence is that another class of registrars has been created, namely, those who have no private practice, or a limited one; some of whom devote the whole of their time to the business of their court and have no fixed salary, but are dependent, some wholly, others in greater or less degree for their livelihood on the amount of work which ebbs and flows from and to their courts. It is this class of registrar which has most severely suffered under the circumstances we detail below."

With regard to the method of remuneration by a fluctuating salary, the Committee report that the system is unsatisfactory: "The principle upon which an official of the court who has many functions to discharge, some of them judicial, is paid according to the amount of work done in his court is open to objection." In particular, the registrar's income may be dependent on the popularity or otherwise of his court, and it is likely to be seriously diminished if the judge gets a reputation for refusing to make commitment orders. And though the system may have been convenient when county courts were in the experimental stage, the Committee "are satisfied that it is not one which would be adopted if the county court system were started *de novo*, and it is not one which should longer be continued without amendment, even had it worked up to the present time." But, in fact, it has not worked up to the present time. On the outbreak of the war "it completely broke down, and there has followed in its train a state of unrest extending from the registrars to all other grades of county court officials." The war very substantially reduced the business of the county courts. The moratorium, the emergency legislation, the curtailment of credit, and increased employment and higher wages, all combined to cut down the debt-collecting business and diminish the number of plaints, and the effect upon registrars' remuneration and the revenue from fees was disastrous. Tables are appended to the report showing the actual reduction in remuneration in a number of cases. In two, where there was an undertaking not to practise, sums of £925 and £1,116 in 1913 had fallen to £316 and £238 respectively in 1918. In a case with a similar undertaking, a sum of £667 in 1913 had become in 1918 insufficient to pay the clerks. The Treasury came to the assistance of the registrars with grants of war bonus, but even with this the net remuneration, after payment of clerks, was in some cases insignificant, and in one case left a loss. The Committee report—

"There are undoubtedly some registrars who during the period of the war have carried on the duties of their office at financial loss to themselves, and the position which has been created is that amongst a large body of Government servants there are those who have, through no fault of their own, and through causes over which they have had no control, been reduced to a state of either actual poverty or of working for a salary entirely inadequate to the responsibilities of the office they hold."

In the case of registrars appointed since the war, no war bonus is paid, with the result that great hardship has been suffered, and the Committee do not consider that the knowledge such registrars had of existing conditions is a sufficient reason for continuing to withhold the war bonus, and further that "in addition to the so-called war bonus paid to registrars as compensation for loss of a portion of their remuneration, they should, as a temporary measure, be paid the ordinary Civil Service war bonus on their earnings."

In the result, the Committee consider that the whole system of county court administration is imperilled by the complete breakdown of the system of remuneration of registrars and high bailiffs, and they suggest that "if the administration of the law in these courts is to be based upon a sound and lasting foundation, immediate and radical changes must be made in the method of remunerating these officials." But before stating their proposed scheme, the Committee advert to the view hitherto acted upon by the Treasury. This, it is understood, is that the cost of the judges and the buildings should be borne by the State, and the cost of the other officials and expenses should be covered by fees. But in their opinion the principle cannot be applied to the county courts. "Moreover, the administration of justice is a function of Government, and the county courts are an integral part of the judicial system of the country, and the care of the officials should be as much the concern of the State as is the case of other public officers."

And then, after adverting to the distinction between courts, and to the conditions of appointment of registrars, which we have noticed above, the Committee say:—

"We are of opinion that every registrar, whether he be debarred from, or restricted in, private practice or not, should have a fixed inclusive salary, and that his emoluments should be in no way dependent upon the ebb and flow of the business in his court, and that such salary should be a net amount payable to him irrespective of the amount, if any, which it may be necessary to allow for the expenses of clerk-hire and offices."

The further recommendations, including those as to private practice, we must defer till next week. On this last point the Committee are strongly of opinion that, if it were possible, every registrar should be debarred from private practice. But this, it seems, is a counsel of perfection, unattainable in existing circumstances.

(*To be continued.*)

General Smuts' Theory of the British Constitution.

H.—The Cavalier Theory of Colonial Sovereignty.

IN our first article we considered briefly the interesting but unorthodox theory of the British Constitution which has become linked with the name of General SMUTS. According to this doctrine, we believe, the United Kingdom and each of the five Dominions, and possibly India, must be regarded as seven separate independent sovereign states, all united under the same monarch, but not subject to the same Imperial Parliament, and apparently at liberty to form separate alliances and treaties, with the assent in each case of His Majesty acting on the advice of his local constitutional ministers. Indeed, that was the position of Hanover from 1714 to 1837; it could be at peace while Britain was at war. It was also, to some extent, the position of England, Scotland and Ireland until the Acts of Union of 1707 and 1801 respectively; indeed, it was because of the difficulties they created that the union of the Parliaments in both cases was demanded and enacted. And, prior to 1688, the Great Whig Revolution of "glorious and blessed memory," a similar view was entertained in England as to the status of the colonies and plantations in America; at least the Cavalier party took a very similar view; but COKE and the Puritan lawyers never assented to it for reasons which will become obvious. The reasons for this view and for the divergence of Cavalier and Roundhead opinions on the point, hinted at in our last article, may be here more fully considered.

In the reign of James I, the common law of England, as well as all our constitutional theories, were very differently understood from what is the case to-day. Then no one dreamed of Professor DICEY's "Rule of Law" and "Supremacy of Parliament." No man considered that equity was superior in authority to the common law. And the fundamental rules of the common law were little understood; it was Sir EDWARD COKE's three memorable treatises which really created the common law in its present form. He is, indeed, the real founder of our parliamentary constitution. Before him, no man ventured to doubt that the Royal Prerogative governed England, except in so far as *Magna Carta* had granted away to the Three Estates and every freeman certain rights, liberties and privileges. The legal rights of Parliament were not supposed, or asserted to be an immemorial right of the people, but simply special privileges granted by the Crown in an irrevocable form by means of that great Charter. Just in the same way, when other subjects of the King were settled outside England, say in Virginia or Massachusetts, the King's Prerogative ruled them likewise, except in so far as he, by a charter granted to them, gave away some of its authority. The Constitutions of England, Virginia, and each one

of the King's plantations in America, were all alike based on a "Charter"—a free grant from the King to the inhabitants of the particular land to which it related.

This doctrine is so remote nowadays that it is worth while to discuss its origin for a moment. It had three separate and distinct roots. One of these was old feudal custom and theory. A second was a peculiar doctrine put forward by churchmen throughout Mediaeval Europe as a compromise between the claims of Empire and Papacy—Temporal and Spiritual Power. Yet a third was an Italian legal doctrine of the Renaissance, the device of Machiavelli and other less famous adviser of little Italian town-despots, which at the Renaissance grew up and attained enormous importance with the Chancellors and Secretaries of the rising absolute monarchies, England, France, Castile, and other less famous principalities. The legal advisers of the Tudors shared in this continental political movement and creed. Hence they tended to borrow its theories of juridical rights, based as they were on the civil law of ancient Rome.

The first of these three sources, namely, the ancient feudal customs of Europe, is simple and easy to follow in its effect on our constitutional theories of sovereignty. According to it, the owner of the land was the lord of all who dwelt upon the land. The inhabitants might be of different degrees, noble, priest, freeman, quasi-freeman, and serf; but each alike was the vassal of the land's owner, and owed to him both homage and fealty. Where the owner of the land had an absolute title, the case was simple enough: this was the case in England and Scotland. Where, however, he himself held of an overlord, as in Normandy and Aquitaine, fiefs of the French monarch, the case was more difficult. But feudal law solved it in the same inexorable way. The King of France was not the lord of the subjects of the Duke of Normandy, although he was the lord of the Duke himself. They owed the Duke allegiance, not the King of France. If the Duke and the King were at warfare, the subjects of the Duke must fight for him. If they did not, they were guilty of treason. To fight against the paramount King was no crime at all. The situation was still more difficult in Germany and Italy, which formed the Holy Roman Empire. There a double allegiance was due, indeed, very often a triple allegiance. Each freeman was the subject of his own baron or "Freiherr." The baron, in his turn, was the subject of some Elector or other independent prince. He, in his turn, was the vassal of the Emperor. Indeed, in Germany, the case was so difficult that special Imperial "Constitutions" or fundamental laws of the Empire were passed by various Diets in the middle ages to settle the conflicting claims on the allegiance of each individual. But, in general, the feudal rule was an easy one to grasp and apply. When an adventurer acquired new lands not within Christendom, he acquired the absolute ownership of such lands and became lord of all who settled on them. If he himself were an independent prince, he acquired this new fief in his own right. If the vassal of another, he acquired it for his lord. But the one or the other held the new lands as his own, quite independently of any other lands elsewhere he might possess. The conquest of England, of Wales, of Ireland, illustrate these principles. But the settlement of Virginia and the Bermudas are equally good illustrations at a later date: at least so the Cavalier party held. And in strict historical logic they were right.

Now the second source of Tudor and Stuart theories of the Constitution came from the Imperial jurists who lingered on in Bologna and the mediaeval universities long after Charlemagne's father Pippin had dissolved the old Western Roman Empire and created a new one, the Holy Roman Empire. The jurists were ecclesiastics. They studied chiefly the Canon law. Their allegiance was divided between the Emperor and the Pope. They had to find a *via media* to reconcile their conflicting claims. And so they invented the well-known doctrine of a divine kingdom entrusted to Caesar and to Christ. The land of Christendom, they held, was subject to two separate allegiances, each alike sacred and instituted by God. The temporal sovereignty over the land belonged to the Emperor, or, outside the Empire, to the independent prince who held the feudal sovereignty; the Spiritual sovereignty belonged to the Pope as visible head of the Church. Hence the person who by feudal law or custom inherited the land inherited at the same time the divinely-given temporal authority over the people dwelling on the land. This is the origin of the Tudor and Stuart doctrine of the Divine Right of Kings. It followed that the King's right of temporal sovereignty was due to his lawful possession of the land as rightful absolute owner. It was not due to his lordship over a nation or a people. The King of England was lord of Virginia by divine right because he owned Virginia free of any control by any paramount lord. The accident that he was King of England had nothing whatever to do with it. It was, in fact, no business of the English people.

The third source is a much more modern one. The jurists of the Renaissance studied once more the ancient law of Rome, half-forgotten except in perverted mediaeval survivals. They were also interested in city-states, for such city-states were growing up everywhere in Italy and Germany to contest the ancient powers of the feudal landowners. They traced back all Constitutions and all laws, public or private, to their real or imaginary origin in those of the ancient Roman City-State. There it was not land that conferred authority. Nor yet heredity. Nor yet the Church. The ruler was either "magistrate" or "imperator," i.e., he was either the elective choice of citizens or the leader of a military force. This view fitted in well with the actual conditions of Renaissance world-politics, where military adventurers had seized most thrones and held them by virtue of the sword. There grew up two strange but interesting doctrines among these Renaissance jurists. The first was that of *De Facto* Sovereignty; he who in fact kept order and maintained peace on any soil

had a squatter's right to continue in the exercise of rule. The second was the doctrine of "*Salus Republicae Suprema Lex*." The patriot who could save the state, i.e., a military dictator, had a right to rule. There was the precedent of Julius Caesar, Augustus, and a succession of Roman Emperors to support the reasonableness of this view. So a new conception of the basis of government grew up, namely, the right of the person who could defend the liberties of a state against foreign aggressors to bear rule over that state. The Elizabethan jurists freely defended Her Majesty's claims to the throne on that ground; her hereditary and legal claims being very doubtful.

Now, from those three united sources, there sprang up the doctrines of Bacon and James I as to the Prerogative—the doctrines for which Strafford suffered on the scaffold and which finally went down in 1689, before the novel and rival doctrine of popular rights and liberties. Our colonies or plantations in America were founded under two auspices at this very critical period. Some, like Virginia, were founded for the King under Royal Charter, and naturally upheld the Cavalier claim of the Prerogative; then the Parliament of England was a foreign and a disloyal body. Others, like Massachusetts, were founded by advocates of the new puritan doctrine of popular liberty, and these refused to recognise the authority either of King or of the English Parliament. The net result was a new colonial theory of the Constitution which we must discuss in another article.

(To be continued.)

Res Judicatae.

Month in a Contract, whether Lunar or Calendar.

The question whether "months" in a particular document meant lunar months or calendar months came up for decision in the Court of Appeal in a recently reported case *Erith Engineering Co. Limited v. Sandford Riley Stoker Co.* (37 R. P. C., 217). By an indenture, dated October 9th, 1914, an American company granted to an English company a sole licence for the United Kingdom under a British Patent No. 1067 of 1913. The indenture, by clause 11, provided "that each party thereto should be at liberty upon giving notice in writing before the 30th day of June 1917 to the other party to determine the same upon the 31st of December 1917 and that the same should thereupon cease and determine, and that either party should further be entitled at any time after the said 30th of June 1917 to determine the same upon giving six months' notice in writing of their intention so to do." By a letter, dated 24th of December, 1919, the American company purported to give notice to determine the licence as from the 1st of July, 1920. This letter was received by the English company in the ordinary course of post on the 6th of January, 1920. On the 4th of May, 1920, the English company commenced an action here against the American company claiming *inter alia* a declaration that the purported notice of determination was void and ineffectual, and that the licence contained in the indenture was not determined thereby. On the 9th of July, 1920, an order was made in the action that the question whether the licence had been determined by the letter of the 24th of December, and, if so, on what date, should be set down to be argued as a question of law. The case, therefore, came on before SARGANT, J., and, ultimately, before the Court of Appeal. The main point for decision was whether "six months" in clause 11 of the indenture of 9th October, 1914, meant six lunar months or six calendar months. It was common ground in the arguments and in all the judgments that in an ordinary mercantile contract, not being one made in the City of London, or in accordance with the custom of the City of London, "month" *prima facie* means lunar month, see *Bruner v. Moore* (1904, 1 Ch. 305), but this may be shown not to be the intention of the parties by the context, and WARRINGTON, L.J., said, that "in the case of the interpretation of such a word as 'months' in a legal document, it would not require much in the context in these days to induce the Court to come to the conclusion that when the parties spoke of months they were speaking of calendar months." SARGANT, J., held that there was not sufficient in the context of the clause to displace the primary meaning of six months, and that the notice to determine the licence was good and the determination took effect on the expiration of six lunar months. The plaintiffs appealed.

The Court of Appeal reversed SARGANT, J., and made an order declaring that the licence was not determined by the letter of December 24th, 1919, and remained pending on the American company. The MASTER OF THE ROLLS considered that the parties had an interval of six calendar months in their mind in the first part of clause 11, and this showed that by six months in the second part of the clause they meant six calendar months. The view of WARRINGTON, L.J., was the same. YOUNGREN, L.J., endorsed the views on this point of his colleagues. We agree with the decision of the Court of Appeal, but having regard to the commercial importance of the case to the parties, we should not be surprised if it were taken to the House of Lords. It should be noticed that under clause 103 of the Law of Property Bill (as amended), "month" is to mean calendar month unless a contrary intention appears.

Points in Restitution Practice.

Two important short points in connection with practice in respect of the restitution of conjugal rights came before the Court in 1919, and these we may note briefly, as a large number of solicitors now occasionally undertake the extending branch of divorce practice. Where a husband has removed

his children and ceases to cohabit with a wife whom he proves to be the satisfaction of the Court to have been guilty of habitual drunkenness, such as makes her conduct dangerous to both husband and children, the Court will not grant in her favour a decree of restitution against the husband, *Fiske v. Fiske* (36 Times L.R. 248), a decision of Mr. Justice McCARDIE. This is elementary justice, but the modern tendency is to stretch the law of matrimonial rights in favour of the wife at every point, so that the learned judge found himself obliged to distinguish a comparatively recent case decided in a contrary sense: *Greene v. Greene* (1916, P. 188). It is not very easy to distinguish these cases, except perhaps on the ground that habitual drunkenness which does not make the wife a danger is not a bar to recovery by her of her conjugal rights. In all these matters, as is somewhat forgotten by ardent advocates of a rather one-sided kind of so-called sex equality, the wife enjoys in practice a position of great privilege. It is practically impossible to get a decree of restitution against a wife who deserts her husband; she has only to allege a rather thin case of fictitious cruelty or neglect or drunkenness in order to make sure no court will grant a decree; whereas a husband, whose wife's conduct is obviously in the grossest defiance of any fair standard of performance of matrimonial duties, pleads such a defence in vain. Even when a husband can get a decree in any case, it in no way operates as a penalty, since it cannot be enforced by imprisonment, and an order for alimony is never made against an erring wife in such circumstances as these. The other practical point recently decided, to which we desire to refer, can be stated more briefly. Letters requesting a guilty spouse to return are a condition precedent to the obtaining of an order of restitution under the Divorce Rules, rule 175. But in nine hundred and ninety-nine cases out of a thousand, as everyone knows, the return of the defaulting husband is the last thing the petitioner wishes; she desires alimony on the ground of desertion, or else to use the statutory desertion as the basis of divorce proceedings. It is difficult in these circumstances to write an affectionate letter, and the Court does not require this. But the letter, said Mr. Justice McCARDIE in *Naylor v. Naylor* (64 Sol. J. 257), should be conciliatory and must not be minatory. In other words, it must not be written in such terms as to make return impossible to a spouse possessed of any self-respect. The whole procedure is very unsatisfactory, savouring more than a little of hypocrisy, and it is to be hoped that some more satisfactory expedient will be discovered and adopted when divorce reform is seriously taken in hand.

Reviews.

THE COMMON LAW OF ENGLAND. By W. BLAKE ODGERS, M.A., LL.B., K.C., Director of Legal Studies at the Inns of Court, Gresham Professor of Law, and Recorder of Bristol, and WALTER BLAKE ODGERS, M.A., of Balliol College, Oxford, the Middle Temple and the Western Circuit, Barrister-at-Law. Second Edition; Two Volumes. Sweet & Maxwell, Limited. £3 10s.

This second edition has been undertaken because the first, published in 1911, is now out of print. The work is deservedly popular, and notwithstanding its inevitably high price, the present edition is likely to prove as successful as its predecessor. For the learned author knows the secret of producing an eminently readable lawbook. This secret is known to but few. Some attempt at it by the introduction of bad jests and trivial gossip—a futile effort. No such mistake is made by Dr. Blake Odgers. But he does select interesting cases wherever possible as illustrative of the law in preference even to more important ones of less human attractiveness. Long experience as a lecturer has taught him how to find topics interesting to students, and, indeed, to all readers, and to concentrate attention on such topics. The hard principles, of course, are not overlooked, nor are the dry sections of statutes. But they are clothed with illustrations and allusions to real life, so effectively chosen as to seduce the reader into perusing page after page of those fascinating pages almost before he is aware that he is imbibing legal principles.

An excellent illustration of Dr. Blake Odgers' method is afforded by the "Classification of Rights" in Chapters I. and II. of Book I. Now, in all other law books we know of, the classification of rights is the dullest of dull affairs. But Dr. Blake Odgers is delightfully original. He gives most interesting illustrations of the right to liberty, security, reputation, etc. Then he goes on to the "right to comment on matters of public interest": here the gist of "fair comment" is unexpectedly inserted. Next comes the right to use a highway. Bridlepath, driftway, ancient Roman roads are called in to make the paragraph interesting. And the famous case of *Harrison v. Duke of Rutland* (1893, 1 Q.B., 142), is cited, ostensibly to show that the right of the public to "pass and repass" on the highway must be used *bond fide*, and not with the mere colourable intention of using the highway and the real object of maliciously stopping the pleasures of others. In this case, of course, it was held that a man is not entitled to roam up and down a footpath with the deliberate intent of preventing a shoot taking place on the covertly crowded by the right of way. But the real object of inserting this case, of course, is because it is very interesting. Then the right to use the foreshore comes in, with the usual enticing illustrations, and so on with a multitude of public rights that one hardly expected to find in such a part of the book as this.

The book, too, is full of interesting chapters, full of matters not easily to be found elsewhere. Let us give an example, taken at random. In Chapter IX. of Part I., there is a discussion, a most practical discussion, on the problem "How to ascertain the Law." This contains many things,

all fascinating. There is a study of "Conflicting Cases" admirably done. And a most fresh and vigorous rendering of the Canons of Interpretation, with felicitous illustrations, is given. Another illustration of Dr. Blake Odgers' fertility in selecting what is at once interesting and useful is to be found in the admirable chapter on "Custom." But, indeed, the whole work is one long illustration of this rare faculty. The Director of Legal Studies in the Inns of Court well deserves to be commemorated with the Horatian epigram "Omne tulit punctum quia nile miscuit dulci." No one who takes up this book will readily lay it down again, or forbear long from returning to re-peruse its delightful pages.

Legal Diaries.

THE SOLICITORS' DAY SHEET DIARY AND CALENDAR (Copyright), 1921. In four parts. Solicitors' Law Stationery Society, Ltd. 16s. net, or carriage free, 17s. 3d.

THE LAWYER'S COMPANION AND DIARY, and London and Provincial Law Directory for 1921. With Tables of Costs, etc., etc. Edited by E. LAYMAN, B.A., Barrister-at-Law. 75th Annual Issue. Stevens & Sons, Ltd.; Shaw & Son.

SWEET AND MAXWELL'S DIARY FOR LAWYERS, for 1921. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and PHILIP CLARK, of the Central Office. Sweet & Maxwell, Ltd.

The Solicitors' Day Sheet, Diary and Calender is now in its 22nd year of publication, and is already well-known to solicitors. It does not provide the miscellaneous legal information which is a feature in other diaries, but it gives, in very convenient form and with ample space, the sheets on which a solicitor can record the day's work, and how important a matter this is for the orderly and business-like carrying on of a solicitor's office needs no emphasizing. Moreover, the sheets have a perforated edge, so that they can from day to day be torn off and handed to the costs' clerk while the principal retains possession of the book itself. As we have said, the sheets furnish ample space—sufficient certainly for an ordinary day's work, but if more space should at any time be required, undated continuation sheets can be obtained from the publishers at 1s. per quire. The sheets are also provided with a binding margin, so that after the items have been taken from them, they can be bound together from time to time, and so form a Day Book with the original entries. A useful feature is the heading of each sheet, which enables appointments to be noted so as to catch the eye at once when the day fixed for the appointment arrives. Altogether, the four books of sheets—one for each quarter—form a very convenient mode of preparing the current record of business in a solicitor's office.

The Lawyer's Companion and Diary has less space for noting current matters—one page for every two days, with additional pages for special business, such as a property register, enabling details to be kept of rents and insurances and of mortgages; but it contains a directory of barristers and solicitors in London, and in the provinces, and information as to various officials, county court judges and registrars, coroners, official receivers, etc.—these follow the diary—and prefixed to it are tables of conveyancing and other costs, stamp duties, death duties, and other matters. Altogether it is a very convenient handbook for daily guidance in the office.

Sweet & Maxwell's diary is more liberal of diary space—one page to each day. It does not contain a legal directory, but the information which fills half the volume is varied and useful, particularly as to county courts and their districts; as to the officials of the Royal Courts of Justice and their rooms; as to fees in the various courts, and in bankruptcy, and at the Land Registry; and there are tables showing the times for taking various proceedings in the Supreme Court, in Bankruptcy, and in the County Courts, and times for appearance to write issued out of the jurisdiction: also lists of stamp duties and of statutes, and interest and income-tax tables. And of frequent importance in conveyancing practice are the tables of stamp duties prior to 31st December, 1891. The editors have evidently striven hard to include all matters (short of actual law) required for ready reference in practice.

Books of the Week.

Digest.—The English and Empire Digest, with complete and exhaustive annotations. Being a complete digest of every English case reported from early times to the present day, with additional cases from the Courts of Scotland, Ireland, the Empire of India and the Dominions beyond the Seas, and including complete and exhaustive annotations giving all the subsequent cases in which judicial opinions have been given concerning the English cases digested. Vol. 5. Bankruptcy (Parts 19-23). Butterworth & Co.

Yale Law Journal. November, 1920. Yale Law Journal Company, Inc., New Haven, Connecticut.

Minnesota Law Review. December, 1920. Minneapolis, Minn.

The Food Minister, says *The Times*, hopes to be able to introduce early next Session a Sale of Food Bill, which, by dealing with such questions as the sale of foodstuffs by weight, the misdescription of goods and the regulation of quality will, he thinks, go far to meet the suggestions made by the Consumers' Council, the Co-operative Congress, and other representatives of labour interests.

CASES OF LAST Sittings. Court of Appeal.

ROBERTS v. G. W. KING & CO. 29th November.

COUNTY COURT—LIMIT OF JURISDICTION—ACTION BEGUN IN HIGH COURT—APPLICATION UNDER ORD. 50, r. 8—COUNTY COURT ACT, 1919 (9 & 10 GEO. 5, c. 73), s. 1 (1).

The plaintiff owned motor lorries which he got repaired by the defendants. He sent a lorry to be repaired worth some £300 to £400, and when he went to fetch it, he offered to pay some £40 odd, the cost of the repairs. The defendants refused to give up the lorry claiming they had a lien on it, as repairs to a lorry previously left with them amounted to over £56 had not been paid. The plaintiff issued a writ and claimed in *detinere* for the return of the lorry or its value, and for damages for detaining the same. He made an application later under Order 50, r. 8, that as the defendants admitted his title, they might be ordered to deliver up the lorry on his bringing the £56 odd into Court. The defendants did not oppose, but asked that the Master would remit the action to the County Court. In his affidavit in support of the application, the plaintiff denied that the defendants had a lien on the lorry, and put the damages for detention at, at least, £125. The Master made the order, and it was affirmed by Roche, J., at chambers.

Held, that the order, so far as it remitted the case to the County Court, must be set aside, as the full claim for damages was beyond the County Court limit, and under s. 1 (1) of the County Court Act, 1919, there was no set-off and therefore no power to remit such dispute to the County Court.

Appeal by the plaintiff from an order of Roche, J., at chambers. The question was as to the construction to be placed upon s. 1 (1) of the County Court Act, 1919. The facts were these: The plaintiff was the owner of a motor lorry and the defendants were motor repairers who had done repairs for the plaintiff for some time upon the terms, as they alleged, that they were to have a general lien upon any vehicles he sent in for repair for anything owing to them. The plaintiff sent to have repaired a motor lorry worth between £300 and £400. The repairs were done and the plaintiff was notified that they came to £40 odd. He went to get the lorry and offered to pay the cost of these repairs but the defendants refused to hand it over saying they were entitled to retain it not only in respect of charges for these repairs but for some £56 odd that was owing to them by the plaintiff for repairs done to some motor vehicles some weeks previously. The plaintiff thereupon issued his writ and claimed in *detinere* for the return of the motor lorry or its value and for damages for detaining the same. It was not an action that could have been transferred to the County Court as the value of the lorry was in excess of £100, the amount over which the County Court had jurisdiction. The plaintiff made an application under Order 50, r. 8, that inasmuch as the defendants did not dispute his title, upon the payment of the sum into Court the lorry should be released to him. That order was duly made by the Master, but in dealing with that application he, on the defendants' request, exercised the power given him by s. 1 of the County Court Act, 1919, and remitted the case to the County Court, and upon appeal that order was upheld by the learned judge. The plaintiff complains that the Court had no jurisdiction to make that order. The order was supported on the ground that under s. 1 (1) there was a provision that where a plaintiff's claim was founded either on contract or on tort and the amount claimed or remaining in dispute in respect thereof did not exceed £100 whether the action could or could not have been commenced in a County Court, the claim might be transferred. The motor lorry having been delivered up, the amount claimed or remaining in dispute in respect of the claim did not exceed £100, and therefore the Court had jurisdiction to make the order. It was argued that the only matter in dispute between the parties really was £56 7s. 7d. which had been paid into Court as representing the balance of the claim made by the defendants upon the plaintiffs.

BANKES, L.J., in giving judgment, after stating the facts as above, said he thought the contention of the defendants was misconceived; the real question remaining in dispute when once the lorry was delivered up was whether the defendants were liable to pay damages to the plaintiff. When the matter was before the Master and the learned judge, there was no material at all as to the amount of damages which the plaintiff was claiming. It rested with the defendants to satisfy the Master and the judge that the case was one which came within the sub-section, and to do that the defendants should have been armed with materials to satisfy the Court that the amount remaining in dispute was less than £100. There was then no such material. Since then an affidavit had been put in by the plaintiff in which it appeared that his claim for damages was a claim founded upon the fact that he had a contract for the sale of the lorry to be delivered by a certain date. Failing to get delivery of it by that date from the defendants, he was unable to fulfil that contract and the purchaser cried off. The amount so ascertained exceeded £100. But it was said for the defendants that while on the materials now before the Court that might be so, it was not disputed that the £56 odd in Court was really owing to the defendants, and they were entitled to have that amount deducted from the plaintiff's claim of £125 to ascertain what the amount really in dispute between the parties was. If that was done, the amount in dispute would be found to be less than £100. In his lordship's opinion that contention was not well founded. There was a clear distinction between the language of the County Court Act, 1888, and the section of the Act of 1919 which

replaced it. Under s. 65 of the earlier Act it was provided that "Where in any action of contract brought in the High Court the claim endorsed on the writ does not exceed £100, or where such claim, though it originally exceeded £100 is reduced by a payment, an admitted set-off or otherwise, to a sum not exceeding £100 it shall be lawful for either party," and so forth, to apply to the judge to have the case remitted, and the section, there contemplates the original claim for £100 being reduced by one or other of the methods indicated in the statute. It was the reduced amount that had to be considered and not the amount of the original claim. But the substituted section in the Act of 1919 was very different for it provided that if the plaintiff's claim was founded either on contract or on tort and the amount claimed or remaining in dispute in respect thereof, that was, the amount originally claimed or remaining in dispute in respect of the original claim did not exceed £100 then the claim might be remitted to the County Court. It was not competent having regard to the terms of that sub-section to take into account the question as to whether there was an admitted set-off, as contended by the defendants, and, under those circumstances, the plaintiff having established that he had a claim exceeding £100 the Court had no jurisdiction to make the order which must therefore be set aside with costs.

ATKIN and YOUNGER, L.J.J., agreed and the order appealed from was amended by striking out so much thereof as remitted the case to the County Court. COUNSEL, for the appellant: *Disturne*, K.C., and P. E. More; for the respondents: *Viscount Ereligh*, SOLICITORS, *Charles Robinson & Co.*; F. C. Greville-Smith.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

HANSFORD v. JAGO. Russell, J. 17th, 18th and 19th November.

EASEMENT—RIGHT OF WAY—CONVEYANCING ACT, 1881 (44-45 Vict., c. 41), s. 6, s.s. (2) and (4)—SIMULTANEOUS CONVEYANCES BY ONE OWNER TO DIFFERENT PERSONS—"APPURTENANCES"—GRANTS—EXPRESS OR IMPLIED—CONTRARY INTENTION.

The word "appurtenances" is apt to include a right of way, being *de facto* enjoyed at the date of the conveyance.

Thomas v. Owen (1887, 20 Q.B.D., 225) applied.

The use of the word "appurtenances" is not sufficient to indicate a "contrary intention" to prevent s. 6, s.s. (2) of the Conveyancing Act, 1881, from having effect.

The doctrine of implied grant applies equally where there are simultaneous sales and where a part of the land is retained by the vendor.

Wheeldon v. Burrow (1879, 12 Ch. D. 31) and Swansborough v. Coventry (1832, 9 Bing. 305) applied.

A right of way need not be formed so long as it is apparent that it is intended to be used as a right of way.

Rudd v. Bowles (1912, 2 Ch. 60) followed.

This was an action for a declaration that the defendants had no right of way over a particular piece of land and for a consequential injunction. In 1911 four cottages were built on a piece of land by the owner of it, and a 10 foot strip was left between their back garden fences and the boundary fence of the property. The strip was closed at one end and opened on to the highway at the other end, access could be obtained to it from each cottage back gate. Up till 1919 the tenants of the cottages all used the strip and their earth-closets were emptied that way, and two of the cottages had no other method of emptying their earth-closets except by carrying them through the cottages, which was contrary to the local bye-laws. In 1919 the cottages were sold to different persons, the auctioneer announcing at the sale that each cottage had a back entrance. They were all conveyed on the same day, and in each conveyance there was a grant of the particular cottage "with the garden, outbuildings and appurtenances" and each conveyance included the portion of the strip in question adjoining that cottage garden. The plaintiff's cottage adjoined the highway, and he sought to close up his part of the strip, and thus deprive the other cottages of access over it to their back doors. They objected and he brought this action for a declaration of his rights. The evidence showed that at the date of the sale the road over the strip was not made-up at all but was marked with rough tracks that showed beyond doubt that it was used as a back approach to the cottages.

RUSSELL, J., after stating the facts, said: In this case the defendants first contended that the word "appurtenances" was apt to include the right of way that was being *de facto* enjoyed at the date of the conveyances. *Bolton v. Bolton* (1879, 11 Ch. D., 968) is not an authority to the contrary, but only decided that there the word "appurtenances" must be construed in a strict sense. Even if it were, it would be inconsistent with *Thomas v. Owen* (*supra*), and I must hold therefore that the privilege in question passed under the word "appurtenances". But if this is incorrect, there is still an express grant of the right of way in the conveyances, by reason of the words to be read into them, under section 6, sub-section (2), of the Conveyancing Act, 1881, the express use of one of these words "appurtenances" not sufficing to show a contrary intention to the application of the sub-section. But even if there is no express grant of the right, such a grant ought to be implied. If the land had been retained by the original vendor, *Wheeldon v. Burrows* (*supra*) and *Brown v. Alabaster*

Where dorned originally otherwise, and so section, or other that but the ed that and the as, the original County section admitted ances, 90 the be set

(1887, 37 Ch. D., 490) show that such a quasi-easement can be implied, and on the authority of *Allen v. Taylor* (1880, 6 Ch. D., 355), and *Swansborough v. Coventry* (*supra*) the doctrine of implied grant applies equally to a case of simultaneous sales to different persons of the whole of the property. It is objected that a grant of a right of way would not be implied when there is no formed way. In my view, what is required is that the quasi-easement shall be apparent, and the fact that there is no formed road makes no difference, when there are other indications to show that the strip is intended to be used as a way. The judgment of BARTON, J., in *Donnelly v. Adams* (1905, 1 L. R., 154) is not a decision to the contrary, and *Rudd v. Bowles* (*supra*) supports this view. The action therefore fails, and must be dismissed with costs. —COUNSEL, *Bovill Preston, K.C.* and *Farwell, SOLICITORS, Gibson & Weldon, for J. W. Miller, Wareham, Dorset; Robinson & Bradley, for E. S. Clark, Wareham, Dorset.*

[Reported by L. M. MAY, Barrister-at-Law.]

MORIARTY v. REGENTS GARAGE & ENGINEERING CO., LIMITED
6th, 7th and 8th December.

COMPANY—DIRECTORS' REMUNERATION—CONTRACT FOR BY DIRECTOR—AMOUNT PAYABLE "PER ANNUM"—"SALARY"—APPORTIONMENT—APPORTIONMENT ACT, 1870 (33 & 34 Vict. c. 35), ss. 2-5.

On a sale by the owner of a business to a company for the purpose of taking over and carrying on such business, the vendor by an agreement in writing contracted (inter alia) that he should be and act as one of the directors of the proposed company, "and that his fees for so acting shall be £150 per annum."

The vendor became a director of the company, but ceased to be a director after holding his appointment 150 days.

In an action for his fees for this portion of a year, Held, that his remuneration was "salary," within sections 2 and 5 of the Apportionment Act, 1870, and that he was entitled to the portion of it for the time he had held his appointment, although he had not been a director a whole year.

In re Central De Kaap Gold Mines (1899) 69 L.J., Ch. 18; and in re London & Northern Bank, McConnell's Claim, [1901] 1 Ch. 728, disapproved.

Appeal from the Clerkenwell County Court. The action was for £61 12s. for fees alleged by the plaintiff to be due to him as a director of the defendant company for 150 days between 16th December 1919, and 14th May, 1920. On 19th November 1919, the plaintiff, who owned about 30 taxi-cabs, entered into an agreement with one Elliott, acting on behalf of the company it was intended to form, to sell his business for about £13,000. Of the purchase price, £5,000 was to be satisfied by the issue to the plaintiff of £5,000 first mortgage debenture stock of the company with interest at 7 per cent. The remainder was to be paid in cash. Clause 4 of the agreement provided: "The vendor agrees to accept the balance of the purchase money namely £5,000 in such debenture stock as aforesaid, and it has also been agreed that the vendor shall be and act as one of the directors of the said company, and that his fees for so acting shall be £150 per annum." The proposed company was incorporated on 12th December, 1919, its primary object being to enter into and carry into effect the agreement of 19th November, 1919. By article 76 of the articles of association three persons were appointed as first directors, one of them being the said Elliott. They were called "permanent directors." By article 77 they were empowered to appoint additional directors, called, by article 78, "ordinary directors," and this latter article provided that the qualifications of the ordinary directors should be 1,000 ordinary shares or £2,000 debentures. Article 80 was as follows: "Subject to the provisions of these articles, the remuneration of the directors shall be at the rate of £150 per annum, and such further sum (if any) as shall be voted them by the company in general meeting, and such remuneration shall be divided amongst the directors as they shall determine, or, failing agreement, equally." At the first board meeting on 17th December, 1919, the first minute made was that the contract of sale should be duly sealed and executed; and this was done. At the same board meeting it was resolved to "raise first charge debentures to the extent of £8,000 at 7 per cent. interest." The debentures had been prepared and were then executed, and the plaintiff became entitled to, and subsequently received, debentures to the amount of £5,000 redeemable on 1st December, 1924. These debentures all contained a condition enabling the company at any time to give notice to the holder to pay off the debenture at the expiration of six months from the date of the notice. At this first meeting the board resolved to appoint the plaintiff a director "to hold such office so long as he holds 1,000 debentures in the Company." Subsequently disputes occurred between the plaintiff and the board. At a board meeting on 15th April, 1920, at which the three permanent directors were present, the plaintiff being absent, the following minute was recorded: "It was resolved to ask Mr. W. Moriarty if he would accept the principal of his debentures together with interest to date of repayment in full settlement of any claims he might have on the Company, if paid within 40 days of this date . . ." On the same day (15th April) the plaintiff signed the following document: "I, the undersigned, hereby agree that in consideration of your paying to me within forty days from this date the principal of the debentures I hold in the above-named company . . . I will accept the principal sum together with interest to the date of repayment aforesaid in full settlement of all claims I may have against the company in regard thereto." On 14th May the debentures were paid off and the plaintiff thereupon ceased to be a director. Afterwards questions arose between the plaintiff and the board as to the payment of the director's fees to him for the time (150 days) during which the plaintiff had been a director, and these not being paid, the plaintiff brought the present action claiming

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the fees by virtue of clause 4 of the agreement of 19th November 1919. Alternatively he claimed to be entitled to a portion of £150 fixed as the remuneration of the directors under article 80 of the company's articles. As to the latter claim, the county court judge held that it was not sustainable on the ground that where the remuneration of directors is to be divided amongst them as they shall determine, it is a condition precedent to the right of a director to sue that a formal division shall have been made by the Board; *Morrell v. Oxford Portland Cement Co.* (1910) 26 *The Times* L.R. 682; *Joseph v. Sonora (Mexico) Land Co.* (1918, 34 *Times* L.R. 220). The county court judge then considered the question whether the plaintiff was entitled to any remuneration at all, he having served for a period less than a year. He held that the plaintiff, being entitled to fees of £150 "per annum" for acting as director, was not entitled to any remuneration for the broken part of a year during which he served. Judgment was accordingly given for the defendant company. The plaintiff appealed. By section 2 of the Apportionment Act, 1870 (33 & 34 Vict. c. 35): "From and after the passing of this Act all rents, annuities, dividends, and other periodical payments in the nature of income (whether reserved or made payable under an instrument in writing or otherwise) shall, like interest on money lent, be considered as accruing from day to day, and shall be apportionable in respect of time accordingly." Section 5 provides (inter alia) that in the construction of the Act the word "annuities" includes salaries and pensions.

LUSH, J., in his judgment, having stated the above facts, said that the substantial contention in the case was as to the meaning of the word "salaries." It was said by the plaintiff that anybody who held office, and received money as remuneration for services in that office, was a person in receipt of a salary, within the meaning of the Apportionment Act, 1870. The word "salary" was really incapable of definition, and had necessarily an indefinite meaning. It was impossible to draw a hard and fast line between salary and wages and to say what was the distinction between them. The only way, in his opinion, to deal with a question of that kind was to take the particular case one had to consider, and see whether under all the circumstances a remuneration which was made to a person who rendered services fairly came within the word salary. In *Treacy v. Corcoran* (1874, 8 *L.R.C.L.* 40) it was held that a clerk of the Crown who resigned his office in the middle of a half-year was held entitled to the apportionment of his "salary" under the Act. He was not a servant to a master in the ordinary sense. Nor was a director a servant of the company or of any master, though he rendered services to the company. Members of Parliament, who received £400 a year under the Resolution of 1911, were not servants in any sense, but he should be slow to say that there would be no apportionment of that sum under the Act. Cases had been cited by the defendants to show that a director could not properly be called a servant at all, nor be said to be in receipt of a salary: *Hutton v. West Cork Railway Co.* (1883, 31 *W.R.* 827; 23 Ch. 654). Of course, if the remuneration a director received was only a gratuity, where the board passed a resolution giving what they thought fit to allot him, and he was not paid under any such agreement as there was in the present case, that could not be regarded as salary. Here, however, there was a contract, not subject to a resolution of the board. *Hopkinson v. Newspaper Proprietors Syndicate* (1900, 2 Ch. 349) was irrelevant, as it was a decision under the Preferential Payments in Bankruptcy Act, 1888 (51 and 52 Vict. c. 62), s. 1, s.s. 1 (b), that a managing director of a company was not a "clerk or servant," within the meaning of that Act, but it did not follow that he was not in receipt of a salary under the Apportionment Act. Considering the language of that Act and its objects, he had come to the conclusion that the plaintiff was in receipt of a salary, and that *prima facie* it was apportionable. The next point that was raised by the defendants was that when a director had to receive so much "per annum" the meaning was that until the year was out and unless and until he had served a whole year nothing was payable to him, whether it was called "salary" or not. It was contended that where the intention was that he should receive for a part, the proper words to use were "at the rate of," otherwise he was not to be paid anything until he had served a whole year. This had received substantial support, but there was a difference of view on this subject in the standard text books.

The Apportionment Act would not apply if the director had contracted that he should not receive any fees, unless the whole year had expired; but in the absence of such a contract the Act was intended to remedy grievances which attended common law rights and obligations. Before the Act, a person in receipt of so much rent could not in certain circumstances claim the proportional part of the whole sum if some contingency occurred before the completion of a full period, year or quarter, as the case might be; and therefore the Act gave such a person a right he had not before, and altered the incidents of the contract. But if a person contracted otherwise, the Act did not give him a right which he had agreed he was not to have. But there was nothing in the present contract of that sort. It was not necessary to decide the point whether, in case of misconduct, a director could take advantage of his position under the Act, and say "My salary has accrued from day to day and I have earned it, and I am entitled to receive it." The Act only said it should be considered as accruing only for the purpose of facilitating the apportionment which the Act brought about. The two cases presenting most difficulty were *In re Central De Kaap Gold Mines* (1899, 69 Q.J. Ch. 78); and *In re London & Northern Bank, McConnell's Claim* (1901, 1 Ch. 728), before WRIGHT, J., and the Defendants mainly relied on them. WRIGHT, J., held that the fees were not apportionable. The fees were payable "per annum." WRIGHT, J., treated *Salton v. New Beeston Cycle Co.* (1889, 47 W.R. 462); (1890, 1 Ch. 725), as governing the cases before him, and he probably did express the view contended for by the defendants, but he (Lush, J.), did not agree with his conclusion, especially as WRIGHT, J., was not dealing with an express contract made by the plaintiff, and the articles were entirely different from the agreement in the present case. Those two cases being out of the way, there was nothing in the present contract to show that unless the plaintiff served for a year he was to receive nothing.

McCARDIE, J., delivered judgment to the same effect. Judgment for plaintiff.—COUNSEL, Cartwright Sharp for the plaintiff; Hilbery for the defendants. SOLICITORS, Edmond O'Connor & Co.; Lidiard & Perouene.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

High Court of Justice.

CHRISTMAS VACATION, 1920-1

NOTICE.

There will be no sitting in Court during the Christmas Vacation.

During the Christmas Vacation all applications "which may require to be immediately or promptly heard" are to be made to the Judge who for the time being shall act as Vacation Judge.

The Honourable Mr. Justice ACTON will act as Vacation Judge from Wednesday, December 22nd, 1920, to Friday, 31st December, 1920, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers, on Wednesday, 29th December, 1920, at 10.30.

The Honourable Mr. Justice ROWLATT will act as Vacation Judge from Saturday, 1st January, 1921, to Monday, 10th January, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Wednesday, 6th January, at 10.30.

On days other than those when the Vacation Judge sits in Chambers applications in urgent matters may be made to his Lordship personally or by post.

When applications are made by post, the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The Chambers of Mr. Justice ASTBURY and Mr. Justice P. O. LAWRENCE (E to K Division) will be open for Vacation business from 10 to 2 on: Friday, 24th December; Tuesday, 28th December; Wednesday, 29th December; Thursday, 30th December; Friday, 31st December 1920; Tuesday, 4th January; Wednesday, 5th January; Thursday, 6th January, 1921.

CHANCERY REGISTRARS' CHAMBERS,
ROYAL COURTS OF JUSTICE.
December 1920.

Board of Trade Orders.

THE TREATIES OF PEACE (COPYRIGHT) RULES, 1920

By virtue of the provisions of the Trading with the Enemy Acts, 1914 to 1918, the Treaty of Peace (Germany) Act, 1919, the Treaties of Peace (Austria & Bulgaria) Act, 1920, the Treaty of Peace (Germany) Order, 1919,

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the Treaty of Peace (Austria) Order, 1920, and the Board of Trade Order, dated the 9th day of November, 1920, the Board of Trade do hereby make the following rules:—

1. *Preliminary.*—These Rules may be cited as the Treaties of Peace (Copyright) Rules, 1920, and shall come into operation from and immediately after the 29th day of November, 1920.

2. *Interpretation.*—In the construction of these Rules any words herein used the meanings of which are defined by the Order of the Board of Trade, dated the 9th day of November, 1920, or the Copyright Act, 1911, shall have the meanings thereby assigned to them respectively.

"Comptroller" shall mean the Comptroller of the Industrial Property Department, Board of Trade.

"Department" shall mean the Industrial Property Department, Board of Trade, 25, Southampton Buildings, London, W.C.2.

3. *Fees.*—The fees to be paid under these Rules shall be those specified in the First Schedule to these Rules.

4. *Forms.*—The forms herein referred to are the forms contained in the Second Schedule to these Rules. Such forms shall be used in all cases to which they are applicable, and may be modified as directed by the Comptroller to meet other cases.

5. *Leaving.*—Any application, notice, or other document, authorised or required to be left, made, or given, at the Department or to the Comptroller, or to any other person under these Rules, may be sent by a prepaid or official paid letter through the post, and, if so sent, shall be deemed to have been left, made or given at the time when the letter containing the same would be delivered in the ordinary course of post. In proving such sending, it shall be sufficient to prove that the letter was properly addressed and put in the post.

Where any letter or document is required by these Rules to be transmitted to the owner of the copyright and the name and address of such owner cannot be ascertained, such letter or document may be sent to the person whose name and address appears upon the work in question as purporting to be the publisher or proprietor thereof, or, if no such name or address appears upon the work, then to such other person as may appear to the Comptroller to be the interested party. A letter so addressed, or addressed to an applicant in any proceedings under these Rules at the address for service appearing on the application, shall be deemed to be sufficiently addressed.

Every applicant under Rules 8, 9 and 10 of these Rules shall furnish an address for service in the United Kingdom.

6. *Voluntary Dealings in regard to a Restored Copyright.*—Where any assignment or assurance of a restored copyright or any licence under a restored copyright has been agreed between parties, application for the consent of the Board of Trade to any such assignment, assurance or licence shall be made on Form T.P. (Copyright) No. 1 before the execution of the document effecting such assignment, assurance or licence. Such application shall be accompanied by two copies of the draft document proposed to be executed, and by a statutory declaration that such proposed assignment, assurance or licence does not form part of any other transaction or series of transactions between the parties concerned in reference to the restored copyright, and that no valuable consideration other than that mentioned in the draft document has been or will be paid or given in respect of the proposed assignment, assurance or licence.

7. *Devolution of Title by Operation of Law.*—Where any person claims to be entitled to the benefit of or any interest in a restored copyright by virtue of operation of law, arising after the outbreak of war, he shall make application for the consent of the Board of Trade to his title as claimed being recognised upon Form T.P. (Copyright) No. 2. Such application shall be accompanied by a copy of the instrument or other document under which the applicant claims title.

8. *Application for Licence under Restored Copyright other than under Rule 6.*—An application for the grant of a licence under a restored copyright shall be made upon Form T.P. (Copyright) No. 3. Such application shall be accompanied by an un stamped copy, a copy of the work in respect of which a licence is desired, and a statement in duplicate setting out fully the reason for making the application, the facts upon which the applicant

bases his case, and the terms of the licence which he is prepared to accept. A copy of the application and of the statement will be transmitted to the owner of the copyright.

Upon such application being made and copy thereof transmitted to the owner of the copyright, the latter, if desirous of contesting the application, shall within one month of the date of transmission of such copy, or such further time as the Comptroller may allow, leave at the Department a counter-statement fully setting out the grounds upon which the application is contested, and on so leaving shall deliver to the applicant a copy thereof.

Upon receipt of such counter-statement and/or any further evidence the Comptroller may require, the Comptroller shall proceed to determine the application.

9. *Application for Revision of Licence.*—An application for the revision of a licence, whether granted by the Custodian, or under these Rules, under a restored copyright shall be made upon Form T.P. (Copyright) No. 4. Such application shall be accompanied by an unstamped copy and a statement in duplicate setting out fully the facts upon which the applicant bases his case and the terms of such licence as he is prepared to accept or grant. A copy of the application and of the statement will be transmitted by the Comptroller to the owner of the copyright or the licensee concerned as the case may be.

Upon such application being made and copy thereof transmitted the owner of the copyright or licensee, as the case may be, if desirous of contesting the application, shall, within one month of the date of transmission of such copy, or such further time as the Comptroller may allow, leave at the Department a counter-statement fully setting out the grounds upon which the application is contested, and on so leaving shall deliver to the applicant a copy thereof.

Upon receipt of such counter-statement and/or any further evidence the Comptroller may require, the Comptroller shall proceed to determine the application.

10. *Application for the Expropriation, Taking Over or Sale of a Restored Copyright.*—An application for the expropriation, taking over or sale of any restored copyright shall be made on Form T.P. (Copyright) No. 5. Such application shall be accompanied by an unstamped copy, a copy of the work in question, and a statement in duplicate setting out fully the reason for making the application and the facts upon which the applicant bases his case. A copy of the application and of the statement will be transmitted by the Comptroller to the owner of the copyright.

Upon such application being made and copy thereof transmitted to the owner of the copyright, the latter, if desirous of contesting the application, shall, within one month of the date of transmission of such copy, or such further time as the Comptroller may allow, leave at the Department a counter-statement fully setting out the grounds upon which the application is contested, and on so leaving, shall deliver to the applicant a copy thereof.

Upon receipt of such counter-statement and/or any further evidence the Comptroller may require, the Comptroller shall proceed to determine whether the application shall be granted and be referred to a special tribunal for the settlement of terms.

Where it is decided to grant the application and refer it to a special tribunal for the settlement of terms, application to be heard by special tribunal shall be made upon Form T.P. (Copyright) No. 6.

11. *Hearings.*—Before deciding any issue raised under Rules 8, 9 and 10 of these Rules or before exercising any discretionary power given to the Comptroller under the Order of the Board of Trade, dated the 9th day of November, 1920, or these Rules, adversely to any party the Comptroller shall give ten days' notice, or such longer notice as he may think fit, to the party or parties as the case may be of the time when he is prepared to hear such party or parties or their representatives.

12. *Evidence.*—In lieu of or in addition to any oral evidence that may be given at a hearing the Comptroller may require any party to file evidence by way of statutory declaration and allow any declarant to be cross-examined on his declaration.

13. *Translations.*—If any instrument or document (other than a work the subject of an application) furnished in accordance with these Rules is in a foreign language, an English translation thereof shall be annexed thereto. The Comptroller may if he thinks fit require such translation to be verified by statutory declaration or otherwise to his satisfaction.

14. *Costs.*—The Comptroller may award costs in any proceedings under these Rules and direct how and by what parties they are to be paid. Further, in any case in which he thinks fit the Comptroller may require any person initiating proceedings to give security for costs, and in the event of such security not being forthcoming, may dismiss the application in question.

15. *General.*—Where, under these Rules, any person is required to do any act or thing, or to sign any document, or to make any declaration on behalf of himself or of any body corporate, or any document or evidence is required to be produced or left with the Comptroller, or at the Department and it is shown to the satisfaction of the Comptroller that from any reasonable cause such person is unable to do such act or thing, or to sign such document or to make such declaration, or that such document or evidence cannot be produced or left as aforesaid, it shall be lawful for the Comptroller, upon the production of such other evidence and subject to such terms as he may think fit, to dispense with any such act or thing, document, declaration or evidence.

FIRST SCHEDULE.

[Fees.]

SECOND SCHEDULE.

[Forms.]

29th November.

[Gazette, 3rd December.]

THE PATENTS (TREATIES OF PEACE)—AUSTRIA AND BULGARIA RULES, 1920.

By virtue of the provisions of the Trading with the Enemy Acts, 1914 to 1918, the Treaties of Peace (Austria and Bulgaria) Act, 1920, the Treaty of Peace (Austria) Order, 1920, the Treaty of Peace (Bulgaria) Order, 1920, and the Order of the Board of Trade, dated 9th November, 1920, the Board of Trade do hereby make the following Rules:—

1. *Short Title and Commencement.*—These Rules may be cited as the Patents (Treaties of Peace—Austria and Bulgaria) Rules, 1920, and shall come into operation from and immediately after the 29th day of November, 1920.

2. *Application of the Patents (Treaty of Peace) Rules, 1920.*—All applications and proceedings under the Order of the Board of Trade, dated the 9th day of November, 1920, shall be made in accordance with, and be regulated by, Rules 3 to 12 inclusive, and the First and Second Schedules, of the Patents (Treaty of Peace) Rules, 1920, which shall accordingly apply as if they were herein repeated. For the purposes of these Rules any words used in the said Patents (Treaty of Peace) Rules, 1920, the meanings of which are defined in the Order of the Board of Trade, dated the 9th day of November, 1920, shall have the meanings assigned to them by the said Order.

29th November.

[Gazette, 3rd December.]

Ministry of Food Orders.

ORDER REVOKING THE COLD STORAGE (RESTRICTION) ORDER, 1918.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 1st January, 1921, the Cold Storage (Restriction) Order, 1918 (S.R. & O., 1918, No. 483), but without prejudice to any proceedings in respect of any contravention thereof.

7th December.

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THE USE OF BREAD (RESTRICTION) ORDER, 1920.
GENERAL LICENCE.

On and after the 29th November 1920, until further notice a person may sell or buy, and make or take delivery of bread free from the restrictions of the Use of Bread (Restriction) Order, 1920 (S.R. & O., 1920, No. 1318).

29th November.

The following Food Control Order has also been issued:—
The Flour and Bread (Prices) No. 2 Amendment Order, 1920.
29th November.

Societies.

The Law Society.

A Special General Meeting of the Law Society will be held in the Hall of the Society, on Friday, the 28th day of January, 1921, at 2 p.m.

United Law Clerks' Society.

No Festival of this Society has been held since 1915, owing to the war. The following gentlemen have been elected Stewards for the forthcoming Festival, to be held early in 1921:—Messrs. E. W. Church, J. S. Drummond, W. H. Elliott, R. J. Newman, H. R. Pocock, G. T. Pratt, M. W. Reed, E. E. Rowe, F. Souter, H. E. Stapley, E. T. Young, Geo. J. Oller (Chairman), A. G. Davey (Hon. Secretary).

The Report of the Select Committee on Business Premises.

THE following are the recommendations of the Committee (see under "Current Topics"):

26. Your Committee recommend that, within a period of two years and a half, that is until the 24th June, 1923, failing mutual agreement, a tenant be empowered at some reasonable time before the expiration of his tenancy to apply to the Tribunal hereinafter mentioned for the prolongation of his tenancy for a period terminating not later than the expiry of the Increase of Rent, etc., Act, 1920, and the Tribunal shall have jurisdiction to grant such application upon such terms as shall appear just to the Tribunal.

The Tribunal in deciding (a) whether to grant the application, and (b) what terms are just, will have regard to all the circumstances of the case, and in particular to—

- (i) the length and character of the tenancy or occupation;
- (ii) the then rental value of the premises in the market;
- (iii) whether the landlord wishes to terminate the tenancy in order to enter personally into possession;
- (iv) the fact of notice to quit having been given in pursuance of any bona fide scheme of reconstruction or development, whether public or private;
- (v) the date on which the tenant has received his notice to quit;
- (vi) any improvements made by the tenant which have substantially increased the permanent value of the reversion and which have not been made by him in discharge of any contractual liability, such improvements not to be regarded as a reason for increasing the rent;
- (vii) any claim by the tenant that the goodwill of his business has added to the letting value of the premises;
- (viii) the existence or otherwise of alternative accommodation equally suitable in all respects;
- (ix) whether the landlord has or has not previously consented or offered to renew the tenancy at a fair rental.

27. The Tribunal, upon the hearing of any such application, to have power, having regard to the same considerations (as an alternative method of relief), save where the property is required by the landlord in order to carry out an improvement scheme desirable in the public interest, to award to an applicant in respect of his not being granted a temporary prolongation of his tenancy as contemplated under the provisions of the preceding paragraph such compensation as shall be considered by them just and reasonable. The compensation will be measured by the increase in the rental value of the premises caused by reason of any matters referred to in the preceding paragraph in respect of the period for which the tenancy might have been extended.

28. Your Committee suggest that questions in dispute should where possible be settled by arbitration, failing which the Tribunal might consist either of the county court judge or of one of a panel of arbitrators to be appointed by him after conferring with any local branches of the Law Society and Surveyors' Institute. Your Committee attach much importance to the keeping of the costs of any dispute as low as possible.

29. Contracting-out should be made illegal, and clauses in existing contracts of tenancy which have the effect of depriving a tenant of the benefit or protection of any Act of Parliament founded on your Committee's recommendations should be rendered inoperative.

30. One of the points of reference to your Committee related to the question of undue restrictions on improvements. Having regard to the temporary nature of their recommendations, your Committee do not think it necessary to make any suggestions on this subject.

LAW REVERSIONARY INTEREST SOCIETY

LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.
ESTABLISHED 1853.

Capital Stock ... £400,000
Debenture Stock ... £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, Secretary.

31. Your Committee do not propose that their recommendations should apply to premises referred to in sub-section (2) of section 13 of the Increase of Rent, etc., Act, 1920.

32. The question of premises used partly for business purposes and partly for dwelling-house purposes, will need careful consideration in view of the provisions of the Increase of Rent, etc., Act, on this point and of legal decisions thereon.

33. Your Committee recommend that buildings erected after or in course of erection on the 2nd April, 1919, should be exempted from the operation of any Act founded upon this Report.

34. While it is not practicable to re-open cases that have already been disposed of, your Committee are of opinion that any action taken by lessors or landlords to increase rents or obtain possession of premises after the date of the publication of this Report should be open to revision by the Tribunal.

35. Your Committee are strongly of opinion that legislation on the lines suggested should be passed with the least possible delay, so as to ensure that there will be no hiatus due to the lapse of the Increase of Rent, etc., Act, 1920, as it affects business premises; and they would draw attention to the fact that the provisions of the Act expire one month earlier in Scotland than in the rest of the United Kingdom. In the application of these recommendations to Scotland, the 28th May should be substituted for the 24th June, and the sheriff for the county court judge.

Juvenile Courts and the Conviction of Children.

In view of the new importance of Children's Courts, the following statement of the position of children under the criminal law in the United States is interesting. We take it from the *Central Law Journal* (30th July, 1920). The Children Act, 1908, appears only to have created the jurisdiction of Juvenile Courts, but not to have affected criminal liability:

JUVENILE COURTS AND THE CONVICTION OF CHILDREN.—The rule of the common law was that children were conclusively presumed to be incapable of committing any crime under the age of seven; between seven and fourteen there was a rebuttable presumption of incapacity to commit a crime; between fourteen and twenty-one there was a rebuttable presumption of capacity to commit crime. The question now arises whether the Juvenile Court Acts have changed these presumptions. The recent case of *State v. Burnett et al.* (102 S.E. 711), holds that they have. In that case, whether children under sixteen, who committed crimes or misdemeanors were to be regarded as delinquents, the Court held that children under such age are not to be indicted for crime, and therefore are conclusively presumed incapable of committing crime. In this case two children, both under ten years of age, were indicted for murder. On motion, however, the indictment was quashed and the children were remanded to the Juvenile Court. The state appealed. The Supreme Court of North Carolina, in sustaining the act of the trial court, declared that the Juvenile Court Act exempted children under the age of sixteen from prosecution as criminals, and that such children were to be treated as delinquents and not as criminals. The Court said:

"Statutes of this kind have been very generally upheld in the authoritative cases on the subject, and our own court has already expressed its approval of the general principles upon which they are made to rest (*Isa Watson*, 157 N.C. 340; *Lindsay v. Lindsay*, 257 Ill. 328; *Pugh v. Bowles*, 54 Fla. 302; *Hust v. Wayne Co.*, Cir. Judges, 142 Mich., 93; *Conn. v. Fisher*, 213 Pa., 48; *Ex parte Januszewski*, 196 Fed., 123). To the objections frequently raised that these statutes ignore or unlawfully withhold the right to trial by jury, these and other authorities well make answer that such legislation deals and purports to deal with delinquent children not as criminals but as wards, and undertake rather to give them the control and environment that may lead to their reformation and enable them to become law-abiding and useful citizens, a support and not a hindrance to the Commonwealth."

In the case of *In re Watson* (157 N.C. 340) the Court answered the objection with respect to the child's constitutional right to trial by jury by saying that proceedings under the Juvenile Court Act were not criminal, and that "such investigation is not one of which the constitutional guarantee of a right to trial by jury extends, nor does the restraint put upon the child amount to a deprivation of liberty within the meaning of the Declaration of Rights, nor is it a punishment for crime."

Dec. 25

In ex parte
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In *ex parte Januszewski* (196 Fed. 123), speaking of the effect of the Juvenile Court Acts upon the responsibility for crime, the Courts said:

"At common law there is a conclusive presumption that a child under 7 years of age is incapable of committing crime, and the same presumption exists to the age of 14 years as to minor offences. Between 7 and 14, and as to graver crimes, there was also a presumption against the ability to commit them, rebuttable, however, on clear and convincing proof that the child possessed the knowledge and discretion requisite for legal accountability. The statute in this respect only operates to extend the conclusive presumption, in all cases, to children under 14, and, as we have endeavoured to show, is clearly within the legislative powers."

Goods Lost in Post.

At Westminster County Court, on the 13th inst. says *The Times*, Judge Sir Alfred Tobin, gave a considered judgment in an action for the return of £11, brought by Miss Witcombe, of Manor Park, Lee, against Mme. Diane de Paris, a firm of costumiers, of Shaftesbury-avenue, W.

It appeared from the evidence given at the hearing that on May 15th last the plaintiff bought a ready-made coat and skirt. Then the coat was to be altered and a new skirt made, and the goods sent to the plaintiff's address. Nothing was said as to whether the goods were to be sent by post or any particular method of conveyance. The defendants, it was stated, sent the things in a box by parcel post, but when a postman delivered the box there were no contents. The Post Office were prepared to pay £2 as compensation.

It was contended by Mr. Richard O'Sullivan, for the defendants, that the property in the coat and skirt had been transferred to the customer before they were lost in the post, and were at the customer's risk when stolen.

In his judgment, Sir Alfred Tobin held that the property in the coat never passed to the customer, as she never had notice that the coat had been altered and she had never waived her right to receive such notice. His Honour added that where a shop was authorised to send goods to a purchaser, delivery to a carrier (whether named by the purchaser or not) was *prima facie* deemed to be delivery to the buyer. In this case he held that the Post Office was the agent of the shop to carry and deliver the goods to the customer. It was the duty of the shop to deliver the goods either by their own servants, or a carrier, or by the Post Office. The handing of the box to the Post Office was not equivalent to delivery to the customer, and the goods when stolen were at the risk of the shop. It was enough if the defendants took that degree of care that men of prudence would take about their own affairs. A person of common prudence would not have sent by unregistered post goods of his own of this description and value, packed as they were.

Sir Alfred Tobin gave judgment for the plaintiff for £11 and costs. In his opinion, he said, the action did not involve any novel point of law, but the question tried was of importance to a large class. He therefore awarded the plaintiff costs on the higher scale. If the defendants wished to appeal they must do so within seven days, and pay not only the costs of that action, but the costs of the appeal in any event.

The Termination of the War.

In a written answer to Mr. W. Thorne, who asked the Prime Minister when he would be able to say that this country would be at peace with all other countries within the meaning of the Termination of the War Act: and with how many countries the Government was at war at the present time, having regard to the meaning of the said Act—

The Prime Minister: The Termination of the Present War (Definition) Act, 1918, provides that the date of the termination of the war shall be as nearly as possible the date of the deposit of ratifications of the last Treaty of Peace. The Treaties of Peace with Hungary and Turkey have not yet come into force, but all possible steps are being taken to expedite their ratification. Until this has been effected the date of the termination of the war within the meaning of the Act cannot be fixed. Hungary and Turkey are therefore the only two countries to whom, and that in a technical sense only, the concluding remark of the hon. member applies.

Obituary.

Mr. John Digby.

We take from *The Times* the following appreciation by an old friend of Mr. John Digby, of the Middle Temple, who died last week in his 93rd year:—"I entered his chambers in the Temple in 1875 as a pupil, and from that time forward enjoyed his friendship, and speedily learned to appreciate him both as teacher and as friend. He was always ready to give a helping hand to younger and unknown men, and in friendship no one could have been more loyal or constant than he. His grasp of the principles of the Common Law, and especially of that branch of it which he made his own, and of which he was a master—namely, the law relating to carriers—was extraordinary.

"In that special branch his knowledge was encyclopedic, as to both principles and case law. I can recall several instances where, in spite of discouragement from his own leaders in the case and forcible expressions of dissent from the Bench in the Court below, his knowledge and tenacity won its reward in the success of his clients in the ultimate Court of Appeal. Although he was not, and did not assume to be, an advocate in the ordinary sense of the term, his grasp of a case made him at all times a most formidable opponent.

"As a friend he was a delightful companion on the long tramps, whether on the Continent or at home, which he loved: and here his prodigious memory enabled him to assimilate and retain facts as to places of historical interest which relieved the tedium of the way to less doughty pedestrians than he.

"He was the soul of honour in all things, and with a strong dash of Irish humour and a charitable eye for human weaknesses he united a steadfast and outspoken dislike of all that was mean or petty. His long career at the Bar, and his intimate connection with the Middle Temple, to which he served the office of Treasurer some few years back, had made him acquainted with most of the giants and notabilities of the profession in the past. Had he been so disposed, few men could have produced more interesting reminiscences of life in the Temple 50 or 60 years ago. His loss will long be felt by many, both in the profession and outside it."

Legal News.

Dissolution.

RICHARD BURGESS, GEORGE COSENS and ALAN COSENS, Solicitors, Suffolk House, 5, Laurence Pountney-hill, London, "Burgess, Cosen & Co." 15th day of December: the said Richard Burgess will thereafter practise at 29, Martin-lane, Cannon-st., E.C.4, in partnership with Charles Thomas Courtney Lewis, under the name of "Burgess & Courtney Lewis"; and the said George Cosen and Alan Cosen will continue to practise in partnership at the above address under the name of "G. & A. Cosen."

(*Gazette*, December 17.)

General.

As there is no intention to appoint a second judge of the City of London Court in the place of the late Judge Rentoul, K.C., the Corporation have arranged that Judge Atherley Jones, K.C., shall discharge all the duties at the Central Criminal Court which had hitherto been assigned to the two judges, and shall have an increase in his emoluments accordingly.

Mr. Justice Hill, on concluding his list on Tuesday, said: The list of cases in the Admiralty Division is sufficient for two judges, if they worked ordinarily and reasonably. It is only dealt with by one judge now by working extraordinarily and unreasonably. He added that the President (Sir Henry Duke) would sit as Admiralty Judge next term. Having regard to the number of cases entered for trial, it was probable that he (Mr. Justice Hill) would more often be trying Admiralty causes than divorce suits.

In the House of Commons on Monday, Mr. Lloyd George, replying to Mr. Clyne, said it was true that the Government had decided to close the Ministry of Food on 31st March next. The total value of the stocks, book debts and commitments of the Ministry of Food, including the Wheat and Sugar Commissions, was approximately £150,000,000, and the process of liquidation was expected to take twelve months from the date of transfer. It was proposed to transfer to a permanent department such of the powers of the Food Controller, including the power to fix prices, as might still be required, together with the necessary organisation. It was not anticipated that, except in case of emergency, any fresh exercise of these powers would be called for, but his right hon. friend might rest assured that the Government was alive to the importance of maintaining the powers necessary to ensure an equitable and effective distribution of food.

The Times correspondent at Toronto, in a message of 18th December, says Mr. Raney, the Attorney-General for Ontario, has decided to adopt a new method of appointing King's Counsel. Hitherto such appointments were made by the Government in the exercise of its political patronage. Hereafter, the appointments will be made on the recommendation of the Chief Justice of Ontario, the President of the High Court Division of the Supreme Court of Ontario, and the Treasurer of the Law Society.

The Times of the 20th inst., under "City Notes," says: A decision is understood to have been now reached respecting the wording of bills of lading in Eastern trade. It appears that during the war a practice came into existence of supplementing in some cases the phrase "Shipped in

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.—ADVT.]

apparent good order and condition" by such words as "or delivered for shipment." Exception having been taken to such an addition, the words "or received for shipment" were sometimes employed instead. These words have lately been considered objectionable, and so some of the British shipping lines, at any rate, have agreed to omit them, and only to issue bills stating that the goods have been "shipped in apparent good order and condition."

In the House of Commons on Tuesday, Mr. Bonar Law, answering Lieut.-Commander Kenworthy, said: "The Assembly of the League of Nations decided, with the support of the British delegates, to admit Austria and Bulgaria, these countries having given proof of their sincere intention to observe their international obligations. The admission of Estonia, Latvia and Lithuania was deferred on the ground that their position was not as yet sufficiently stabilized to warrant the League's assuming responsibility for their defence under Article 19 of the Covenant."

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette. FRIDAY, Dec. 10.

ABRAHAM ELEC (DUKINFIELD) LTD.—Creditors are required, on or before Dec. 16, to send in their names and addresses, with particulars of their debts or claims, to James Bancroft, Ashby Chambers, Ashby-st., Dukinfield, liquidator.

CASINO PICTURE PALACE COMPANY (OLDHAM) LTD.—Creditors are required, on or before Dec. 24, to send in their names and addresses, with particulars of their debts or claims, to John William Knesewell, 7, Hargrave-st., Burnley, liquidator.

CANADIAN TOWNSITES LTD.—Creditors are required, on or before Feb. 15, to send in their names and addresses and the particulars of their debts or claims, to Mr. Joseph Potts, 3b, Dean's-yd., Westminster, S.W. liquidator.

WILLIAM EVANS & CO. LTD.—Creditors are required, on or before Dec. 24, to send in their names and addresses, with particulars of their debts or claims, to Edward Joseph Gill, 8, Bolton-rd., Newport, Mon., liquidator.

ANGLO EASTERN PRODUCTS CO. LTD.—Creditors are required, on or before Jan. 10, to send in their names and addresses, with particulars of their debts or claims, to Frederick William Mellor Wilson, 8, Cook-st., Liverpool, liquidator.

SLATER, FORWOOD & CO. LTD.—Creditors are required, on or before Jan. 22, to send in their names and addresses, and the particulars of their debts or claims, to Percy John Suttor, F.C.A., Edson Street House, Edson-st., E.C.2, liquidator.

D. STERLING, FARDELL & CO. LTD.—Creditors are required, on or before Dec. 22, to send in their names and addresses and full particulars of their debts or claims, to Frederick Rowland, 70, Queen Victoria-st., E.C.4, liquidator.

WHITEWELL SPINNING CO. LTD.—Creditors are required, on or before Dec. 31, to send in their names and addresses, and the particulars of their debts or claims, to William Hare, Central-bldgs., Richmond-terrace, Blackburn, liquidator.

OLDHAM CORN MILL LTD.—Creditors are to prove their debts or claims on or before Jan. 15. William Eaves, 15 Fountain-st., Manchester, liquidator.

London Gazette. TUESDAY, Dec. 14.

GEORGE BENNETT & CO. (SHEFFIELD).—Creditors are required, on or before Jan. 31, to send in their names and addresses and particulars of their debts or claims, to Harold Edgar Jenkins, Harthead-chmrs., Sheffield, liquidator.

JOHN CARR, JR., CO. LTD.—Creditors are required, on or before Jan. 31, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Edward Brown, Custom House-chmrs., Quay-side, Newcastle-upon-Tyne, liquidator.

LOWLEY BROTHERS LTD. (1911).—Creditors are required, on or before Jan. 20, to send in their names and addresses and the particulars of their debts or claims, to William Boyce, liquidator of the said Company, at 68, Fargate, Sheffield.

ROTATIONAL CO. LTD.—Creditors are required, on or before Jan. 14, to send in their names and addresses, and the particulars of their debts or claims, to Ebenezer Henry Hawkins, 4, Charterhouse-st., liquidator.

LONDON CROWN FREEHOLD ESTATES LTD.—Creditors are required, on or before Jan. 22, to send in their names and addresses, and particulars of their debts or claims, to Arthur Damon Rowland, 20, Marl-st., E.C.2, liquidator.

DICKENS HYGIENIC LAUNDRY LTD.—Creditors are required, on or before Dec. 31, to send in their names and addresses, and the particulars of their debts or claims, to Bernard Hennell, 95-97, Finsbury Pavement, E.C.2, liquidator.

CENTRAL BEACH PICTURE HOUSE LTD.—Creditors are required, on or before Jan. 11, to send in their names and addresses, with particulars of their debts or claims, to Lewis Aspinall, 47, Talbot-rd., Blackpool, liquidator.

WELNOVA HEATER (PARENT) CO. LTD.—Creditors are required, on or before Feb. 11, to send in their names and addresses, with particulars of their debts or claims, to James Crosswell, of Messrs. C. L. Kettridge & Co., 1, London Wall-bldgs., liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette. FRIDAY, Dec. 10.

Southfields Cinema Ltd. Anglo Eastern Products Co. Ltd.
Russian Investment Syndicate Ltd. Weldcarboring Ltd.
Hall, Hale & Co. Ltd. Provision Brokers Ltd.
John Phillips Limited. George Bennett & Co. (Sheffield) Ltd.
Allen's Confectionery Co. Ltd. Richard Schofield Ltd.
Urbaham Elec (Dukinfield) Ltd. Richardson Bros. Ltd.
The London & Manchester Mercantile Wood Wainwright Estate Co. Ltd.
Trading Co. Ltd. The Northgate Hall Co. Ltd.
The Radium Natural Springs Syndicate Ltd. Bryngroes Colliery Ltd.
The Great Northern Central Railway of
Colombia Ltd. Cardonia Ltd.
The Bolton Church Ward Reform Club Co.
Ltd.
North Cheshire Milling Co. Ltd.
Humphries, Rose & Co. Ltd.
Cardiff Abattoir Products Co. Ltd.
The South Eastern Motor Fishing Co. Ltd.
Tuesday, Dec. 14.

W. J. Hutchings Ltd.
W. D. Oddy & Co. Ltd.
James, Talbot & Davison (1920) Ltd.
Thomas W. Watson & Co. Ltd.
Lallie Charles Ltd.
The Crowley Market Co. Ltd.
The Willenhall Artisans Dwelling Co. Ltd.
General Marine Underwriters' Association
Ltd.
The Welcome Beater (Parent) Co. Ltd.
London Chambars Ltd.
Cannon Motor & Electrical Works Ltd.
Scala (Liverpool) Ltd.
The Birmingham Metal & Munitions Co.
Ltd.
London Gazette. Friday, Dec. 14.

Camille De Paris Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette. FRIDAY, DEC. 10.

BAKER, ELIZABETH, Folkestone, General Dealer. Jan. 30. Frederic Hall, Folkestone.

BARNES, SARAH ANN, Canonorum, Dorset. Jan. 8. Nantes & Maunell, Bridport.

BASSAGE, EMMA, Tipton, Staffs. Jan. 8. R. Astley Tench, Wednesbury.

BATCHELOR, JOHN WILLIAM, West Kirby, Chester. Jan. 11. Cecil Holden & Cott,

Birkenhead.

BROWN, ALFRED, Godmanchester, Hunts. Farmer. Dec. 31. Hunnybun & Sons,

Huntingdon.

COCHRANE, HELENA WATT, Liverpool, Licensed Victualler. Jan. 10. Bateman & Howat

Watson, Liverpool.

COGGINS, GEORGE, Deddington, Oxford. Jan. 29. Foster, Wells & Coggins, Aldershot.

COOKE, JAMES, Ryde, Isle of Wight. Jan. 10. Howard Gates & Ridge, Hove.

EDWIN-COLE, JAMES, DUKE AND MARQUIS OF POLIGNANO, Brampton Manor, Huntingdon.

Jan. 17. Monier-Williams, Robinson & Milroy, Great Tower-st., E.C.3.

COLLINS, ERNEST MELVILLE, Salcombe, Devon. Jan. 10. Hempons, Henrietta-st., W.C.2.

COLLINS, GREGORY COLE, Chagford, Devon. Jan. 22. S. H. Neck, Moretonhampstead,

Devon.

CORNWALITE, WILLIAM, Cartmel, Lancs. Dec. 27. Fawcett & Unsworth, Morecambe.

COWELL, REVEREND CANON MAURICE BYLES, Ashleock, Suffolk. Jan. 8. Notcutt & Sons,

Ipswich.

CURTINS, ALFRED GEORGE, Southsea. Jan. 8. Bramson & Childs, Portsmouth.

DEBBAM, GEORGE MARK and DENHAM, LUCRETIA ANNE, Crikewell, N.W. Jan. 10. Sam

Cook & Marshall, Edgware-rd., W.2.

DOBSON, ELIZABETH ANN, Herne Hill. Jan. 21. Edward Tatham Nash, 146, Strand.

ELMS, JONAH, Shillingdon, Beds. Farmer. Jan. 8. Wade & Jackson, Hitchin, Herts.

GLAUBAUF, FREDERICK, Dulwich, Leather Merchant's Manager. Dec. 27. Bartlett &

Gluckstein, Piccadilly, W.1.

GODRICH, HENRY, Beaufort-st., nr. Dover. Jan. 30. Frederic Hall, Folkestone.

HARRIS, HANNAH, Stourport. Feb. 17. Hillman, Burt & Warren, Eastbourne.

HARSANT, LESLIE ALICE, Dulwich. Jan. 10. Theodore Goddard & Co., Serjeants'-

EC.4.

HOLLIDAY, JAMES, Harrington, Coal Miner. Jan. 8. J. Stephens Jones, Workington.

HOLDING, THOMAS, Morcambe. Auctioneer. Dec. 20. Fawcett & Unsworth, Morecambe.

HOLKER, RALPH MARK, Hartley, Plymouth. Jan. 7. Bewys & Dickinson, Plymouth.

HUBBARD, EDWARD JAMES, Nice, France. Jan. 10. Geo. Robt. Hubbard, Chancery-l.

W.C.2.

JOHNSON, ETHEL MAUD, Exmouth. Jan. 12. Robinson & Bradley, King's Beach-walk,

EC.4.

KENNARD, ROLAND STEPHEN ASTLEY, Harrow, nr. Christchurch. Jan. 8. Morley, Shire

& Co., Gresham-st., Old Broad-st., E.C.2.

KETTERING, WILLIAM, Merton, Yorks, Market Gardener. Feb. 1. Geo. Crombie & Sons,

Stonegate, York.

LIVSEY, GEORGE, Chorlton-upon-Medlock. Jan. 11. Aston, Harwood, Somers & Son,

Garde, Manchester.

LOWDER, HENRY MOLYNEUX, Birmingham, Bank Manager. Jan. 10. E. B. Williams &

Son, Birmingham.

MACDONALD, GERTRUDE SOPHIA FRANCIS CAROLINE, Bedford. Jan. 10. Tebbs & Son,

Bedford.

MARSHALL, EMILY CONSTANCE, Plymouth. Jan. 7. Shelly & Johns, Plymouth.

MURRAY, REGINALD JOSEPH, Bournemouth. Jan. 10. Moorling, Aldridge & Haydon

Bournemouth.

O'NEILL, MARGARET, Manchester. Jan. 22. E. Bowles, Manchester.

ORAM, LT. COL. HARRY KENDALL, C.B.E., Savile-row. Jan. 20. Baddeleys & Co.

Leadenhall-st., E.C.3.

PAYNE, PHILIP CHARLES, Chadwell Heath, Essex. Jan. 31. J. E. Lickfield & Sons, Bedf

ordow, W.C.1.

PENGELLY, ELLEN MARY, Truro. Jan. 5. Coulter, Hancock & Thrall, Truro.

PHELPS, JAMES, Twickenham. Jan. 6. J. Montague Haslip, Martin-lin., E.C.4.

REKE, IVOR, Richmond. Jan. 10. Thomas D. Metcalfe, Minoris, E.1.

RITSON, ELIZABETH SARGENTON, Hammersmith. Jan. 12. Adamson Rhagg, Newcastle-

upon-Tyne.

SCHMITT, LUCIE MAGDALENA, Heidelberg, Germany. Jan. 11. Bartlett & Gluckstein,

Piccadilly, W.1.

SHAW, BENJAMIN, Menston, Yorks. Jan. 10. J. Wickstead, Perkins & Hind, Bradford.

SOUTHERN, ROBERT WATSON ANGUS, Cardiff. Mining Engineer. Jan. 8. L. G. William

& Pritchard, Cardiff.

TAYLOR, EMILY ELLEN, Waterloo, Lancs. Jan. 9. Charles S. Walker, Liverpool.

TOSH, MRS. EMILY, Finchley. Jan. 10. H. H. Wells & Sons, Finchley.

TOYE, JAMES, Arlecdon, Cumberland. Farmer. Jan. 15. J. R. Thompson, Whitehaven.

TRIGG, WILLIAM HENRY, Shiffield, Beds. Carpenter. Jan. 8. Wade & Jackson, Shiffield.

Beds.

TUNBRIDGE, TILDEN, Folkestone, Builder. Jan. 30. Frederic Hall, Folkestone.

TURNER, MARY ANN ELIZA, Upper Clapton. Dec. 31. Gane & Son, Warwick-st., W.C.1.

WILSHIRE, CAROLINE SARAH, Dorchester. Jan. 13. Symonds & Sons, Dorchester.

WILDERS, JOSEPH, Grantham, Lincoln. Seed Merchant. Jan. 15. W. H. Boocock & Son,

Halifax.

WILLSHIRE, FLORA GEORGINA, Dorchester. Jan. 13. Symonds & Sons, Dorchester.

London Gazette. TUESDAY, Dec. 14.

ADSHEAD, MRS. MARY ELIZA, Timperley, Chester. Jan. 31. Smith, Fort & Symonds,

Stockport.

AYLING, RICHARD, Bromley. Feb. 1. W. E. Singleton, Essex-st., Strand.

BATE, CHARLES, Weston, Shrops. Jan. 25. James C. Hale, Chester.

BARNARD, MR. HERBERT, Portland-pl., W.2. Knight. Jan. 31. Smiths, Fox & Sedgwick,

26, Lincoln's Inn Fields, W.C.2.

BIRCH, JOHN, Waterloo, Lancs. Jan. 11. William Rudd & Co., Liverpool.

BISHOP, ARTHUR EVANS, Bexhill-on-Sea. Jan. 20. Gasquet, Metcalfe & Walton, Great

Tower-st., E.C.3.

BLYDE, ARTHUR JOHN, Sheffield. Dec. 31. W. Irwin Mitchell, Sheffield.

BONSAI, GREGORY RICHARD ELDESTON, Aberystwyth, Cardigan, Physician. Jan. 8. Smith,

Davies & Jessop, Aberystwyth.

BROOME, EDWARD ALFRED, Stourport. Jan. 20. Withers & Co., 4, Arundel-st., W.C.2.

BROWN, ESTHER SWANSEA. Jan. 14. J. Moy Evans, Swansea.

CAREY, JOHN, Birr. Jan. 8. Madison, Stirling & Humm, Old Jewry-chmrs., E.C.2.

CLOSE, JOHN SMITH, Ecockshill, Bradford. Jan. 8. Fred H. Richardson, Bradford.

COX, DOUGLAS, Oxford. Foreman Builder. Jan. 18. Hazel & Balnes, Oxford.

ELLIOTT, ANN, Eastbourne. Jan. 28. Hillman, Burt & Warren, Eastbourne.

FISHER, ADMIRAL LORD, Thetford, Norfolk. Jan. 15. Rider, Heaton, Meredith & Mills,

New-st., W.C.2.

GOLDSWORTHY, ROBERT, Weston-super-Mare. Jan. 9. John Hodge & Co., Weston-super-

Mare.

GRIBBLE, ANDREW, Putney. Jan. 10. Arthur E. Burton, Norfolk-st., W.C.2.

HANCOCK, GEORGE, Birmingham. Taxi Cab Proprietor. Jan. 1. Wm. A. Williams,

Birmingham.

HARMAN, GEORGE, Barnsley. Dec. 31. Carrington & Leonard, Barnsley.

HARMAN, SYDNEY BENNELL, Chesham. Antique Dealer. Jan. 10. Mackrell & Ward,

Walbrook, E.C.4.

HOPKES, SUSANAN ELDING, Hull. Jan. 18. Edward Morritt, Hull.

HOWELL, HENRY, Carmarthen. Jan. 12. H. W. Thomas, Carmarthen.

HOWELL, F. Northam

HOWE, GROU

HOUGHTON,

JEFFERY, D.

JENKINS, T.

KELLY, R.

HANTS, H.

KINSEY, A.

Derby.

LOVETT, E.

MARVELL,

Buckl

MCNAMARA,

NICHOLS,

Chiswick

POWELL, W.

ASLETT, F.

Exeter.

BELLAMY,

Manche

BIRCH BETS

Dec. 1.

BROWN, THO.

Newcas

DAWSON, SAM

Pet. De

HARDING,

Repair

HARRIS, A.

Machine

Dec. 4.

HAYCOCK,

ampton

HEALD, W.

Salford

HOLLAND, S.

Shrews

ROSEN, W.

Pet. De

SPATTS, H.

Repair

THOMSON, C.

Engineer

THOMAS, W.

amptor

WHITELEY, V.

ampton

Amended

FERT, FRAN

bridge

BUTTER, IS

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ASLETT, F.

Baker.

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HOWELL, FREDERICK WALTER STEPHEN, Islington. Jan. 22. Boulton, Sons & Sandeman, Northampton-sq., E.C.1.	PURSOOD, CAROLINE, Bethnal Green. Jan. 10. C. H. Randall & Son, Copthall-bdgs., E.C.2.
HOWE, GEORGE, Midhurst, Land Agent. Jan. 22. Frank H. Jagger, Wrexham.	RAYNER, SARAH, Headingley, Leeds. Dec. 29. B. C. Pulleyne & Son, Leeds.
HOUGHTON, MARY ELLEN, Stretford. Jan. 31. Phythian & Bland, Manchester.	REEVE-KING, CAPTAIN NEVILLE HENRY, Lincoln. Jan. 15. Rider, Heaton, Meredith & Mills New-sq.
JEFFERY, DOUGLAS ROBERT, Devonport. Jan. 12. J. P. Dobell, Plymouth.	ROLFES, MATHILDE LOUISE, South Hampstead. Jan. 31. Monier-Williams, Robinson & Milroy, Great Tower-st., E.C.3.
JESKINS, THOMAS, Maesywymmer, Mon., Licensed Victualler. Jan. 8. T. Price Thomas, Ystrad Mynd, Glam.	SIMCOCK, JAMES WILLIAM, Bunting, Chester. Jan. 27. James C. Bate, Chester.
KELHAM, MARMADUKE LANGDALE, Cheltenham. Jan. 31. Haddock & Pruen, Cheltenham.	STANLEY, JOHN ALBERT, Huddersfield, Coal Merchant. Jan. 15. J. H. Turner, Huddersfield.
KELSEY, RICHARD, Eversley, Hants. Jan. 11. Lamb, Brooks & Bullock, Oldham, Hants.	STEEMSON, JOHN, Wellow, Notts. Jan. 10. Hodgkinson & Beevor, Newark-on-Trent.
KINSEY, ANN, Littleover, Derby. Mar. 17. Randolph Eddows, Prentiss & Douglas, Derby.	TAYLOR, MRS. EDITH ELIZABETH BEATRICE, Knebworth, Herts. Jan. 15. Passingham & Hill, Hitchin, Herts.
LOVETT, ELLEN, Cambridge. Dec. 31. Tweed, Stephen & Co., Saltergate, Lincoln.	THOMPSON, MRS. MABEL ELLEN, Nottingham. Dec. 31. J. M. Barnett, Nottingham.
MARUELLE, FRANCOIS GUSTAVE HENRY, Rennes, France. Jan. 25. Charles Romer, Buxtonbury, E.C.2.	TOMLINSON, WALTER, Sandridge, nr. St. Albans. Jan. 15. Passingham & Hill, Hitchin.
MCMARSH, ELIAS, Liverpool. Jan. 10. Evans, Lockett & Co., Liverpool.	TUTTY, JAMES, Abergavenny, Grocer. Jan. 10. H. Gallienne Lemmon, Abergavenny.
NICHOLS, THOMAS JAMES, Chiswick, Builder. Jan. 14. Flinns, Downey, Lunell & Chesser, Chiswick, W.	WALLACE, JONAS, Brighouse, Yorks. Feb. 1. Barber & Jessop, Brighouse.
POWELL, WILLIAM, Parkgate, Yorks. Dec. 31. E. J. Twigg, Rotherham.	WILLIAMS, MARY, Cheltenham. Jan. 11. Haddock & Pruen, Cheltenham.
	WYVILL, BENJAMIN TAYLOR, Matlock Bath, Grocer. Dec. 31. Fred W. Gill, Matlock.

Bankruptcy Notices.

London Gazette—TUESDAY, DEC. 7.

RECEIVING ORDERS.

ASLETT, FREDERICK JOHN, Bishopsteignton, Devon, Baker. Exeter. Pet. Dec. 2. Ord. Dec. 2.	DRAKE, DENBY, Shipley, Timber Merchant, Bradford. Dec. 15 at 3. Off. Rec., 12, Duke-st., Bradford.
BELLAMY, MABEL, Sale, Cheshire, Blouse Manufacturer. Manchester. Pet. Dec. 3. Ord. Dec. 3.	EMERY, GILBERT JOHN, Bristol, Licensed Victualler. Bristol. Dec. 15 at 11.30. Off. Rec., Baldwin-st., Bristol.
BIRCH, BETSY, Colwyn Bay, Bangor. Pet. Dec. 1. Ord. Dec. 1.	GRAY, JAMES BARBER, Walton-on-Thames, Surrey, Bootmaker. Kingston. Dec. 14 at 11.30. York, nr. Westminster Bridge-nd., S.E.1.
BROWN, THOMAS ROBINSON, Chippington, Market Gardener. Newcastle-upon-Tyne. Pet. Dec. 3. Ord. Dec. 3.	HOLLAND, SARAH KATE, Bridport, Dorset, Schoolmistress. Shrewsbury. Dec. 22 at 12.0. Off. Rec., Swan-hill, Shrewsbury.
DAWSON, SAMUEL, Bradford, Typewriter Factor. Bradford. Pet. Dec. 4. Ord. Dec. 4.	LATTIMORE, GEORGE WILLIAM, Bloomsbury. High Court. Dec. 15 at 12.30. Bankruptcy-bdgs., Carey-st., W.C.2.
HARDING, FREDERICK GEORGE, Great Yarmouth, Boot Repairer. Great Yarmouth. Pet. Dec. 2. Ord. Dec. 2.	LEIGH, ROBERT SYDNEY, Tottenham, Wholesale Stationer. Edmonton. Dec. 15 at 11. Bedford-row, W.C.
HARDING, ALBERT THOMAS, Cyro, Radnor, Threshing Machine Proprietor. Hereford. Pet. Dec. 4. Ord. Dec. 4.	MARSHALL, HERBERT GEORGE, Frinton, Essex, Art Furnisher. Colchester. Dec. 14 at 12. Bankruptcy-bdgs., Room 76, Carey-st., W.C.
HASSEY, ISAAC JOHN, Manchester, India Rubber Merchant. Manchester. Dec. 15 at 3. Off. Rec., Byron-st., Manchester.	MASSEY, ROBERT SAMUEL WILLIAM, Southampton, Tailor. Southampton. Pet. Dec. 3. Ord. Dec. 3.
HAYCOCK, HARRY, Northampton, Fishmonger. Northampton. Pet. Nov. 13. Ord. Dec. 3.	PERRY, FRANK KENTFORD, nr. Newmarket, Stableman. Cambridge. Pet. Dec. 15 at 10.45. Off. Rec., Petty-cury, Cambridge.
HEALD, WILLIAM T., Moss Side, Manchester, Retail Grocer. Salford. Pet. Nov. 5. Ord. Dec. 3.	RUTTER, ISAAC and RUTTER, JAMES, Manchester, Fruit Merchants. Manchester. Dec. 15 at 3.30. Off. Rec., Byron-st., Manchester.
HOLLAND, SARAH KATE, Bridport, Dorset, Schoolmistress. Shrewsbury. Pet. Nov. 10. Ord. Dec. 1.	SLATER, FRANK HENRY, Weston Lullingfields, Baschurch, Master Bootmaker. Shrewsbury. Dec. 17 at 12. Off. Rec., Swan-hill, Shrewsbury.
HOSKIN, WILLIAM JOHN, Hayle, Cornwall, Farmer. Truro. Pet. Dec. 2. Ord. Dec. 2.	STALEY, WILLIAM ARDINGLY, Suxey, Farmer. Brighton. Dec. 15 at 2.30. Off. Rec., Marborough-pk, Brighton.
LATTIMORE, GEORGE WILLIAM, Bloomsbury. High Court. Pet. Dec. 3. Ord. Dec. 3.	ADJUDICATIONS.
MILLS, GEORGE LEONARD, Whitefield, Lancs., Engineer. Bolton. Pet. Dec. 2. Ord. Dec. 2.	ASLETT, FREDERICK JOHN, Bishopsteignton, Devon, Baker. Exeter. Pet. Dec. 2. Ord. Dec. 2.
PLATT, HARRY, Sheffield, Master Tailor. Sheffield. Pet. Dec. 2. Ord. Dec. 2.	BELLAMY, MABEL, Sale, Cheshire, Blouse Manufacturer. Manchester. Pet. Dec. 3. Ord. Dec. 3.
QUES, ROBERT SAMUEL WILLIAM, Southampton, Tailor. Southampton. Pet. Dec. 3. Ord. Dec. 3.	BIRCH, BETSY, Colwyn Bay, Denbigh, Bangor. Pet. Dec. 1. Ord. Dec. 1.
RICHARDSON, WILLIAM HENRY, Landore, Swansea, Newsagent. Swansea. Pet. Dec. 2. Ord. Dec. 2.	BROWN, THOMAS ROBINSON, Chippington, Market Gardener. Newcastle-upon-Tyne. Pet. Dec. 3. Ord. Dec. 3.
ROSE, CHARLES, Sheffield, Picture Frame Maker. Sheffield. Pet. Dec. 1. Ord. Dec. 1.	CARSHAW, ERNEST EDWARD, Battersea Park, S.W. Wandsworth. Pet. Mar. 2. Ord. Dec. 2.
SIMMONS, CHRISTINA, Glamorgan, Refreshment House Keeper. Pontypridd. Pet. Dec. 2. Ord. Dec. 2.	CARPENTER, ALFRED, Leamington Spa, Cycle Dealer. Warrington. Pet. Dec. 1. Ord. Dec. 4.
SLATER, FRANK HENRY, Weston Lullingfields, Baschurch, Master Bootmaker. Shrewsbury. Pet. Dec. 3. Ord. Dec. 3.	DAWSON, SAMUEL, Bradford, Typewriter Factor. Bradford. Pet. Dec. 4. Ord. Dec. 4.
SPECH, ALFRED RICHARD, Parkhead, Sheffield, Motor Engineer. Sheffield. Pet. Dec. 4. Ord. Dec. 4.	ELIOT, CAPTAIN VICTOR ALEXANDER GEORGE, Dover-st., W.I., High Court. Pet. May 6. Ord. Dec. 2.
THOMAS, WYNDHAM WAKEHAM LANGDON, Garage Proprietor. Exeter. Pet. Nov. 29. Ord. Dec. 3.	EMERY, GILBERT JOHN, Bristol, Licensed Victualler. Bristol. Pet. Nov. 29. Ord. Dec. 2.
WHITELEY, WILLIAM GAINES, Wellingborough, Grocer. Northampton. Pet. Dec. 3. Ord. Dec. 3.	HARDING, FREDERICK GEORGE and FARROW, ALFRED GEORGE, Great Yarmouth, Boot Repairers. Great Yarmouth. Pet. Dec. 2. Ord. Dec. 2.
WILSON, CHRISTINA, Glamorgan, Refreshment House Keeper. Pontypridd. Pet. Dec. 2. Ord. Dec. 2.	HARRIS, ALBERT THOMAS, Cyro, Radnor, Threshing Machine Proprietor. Hereford. Pet. Dec. 4. Ord. Dec. 4.
FIRST MEETINGS.	HARRISON, GEORGE, Clapham Common, Company Secretary. Wandsworth. Pet. Oct. 7. Ord. Dec. 2.
ASLETT, FREDERICK JOHN, Bishopsteignton, Devonshire, Baker. Exeter. Dec. 17 at 11.30. Off. Rec., Bedford-circus, Exeter.	HOLDSWORTH, GEORGE, Ashton-on-Mersey, Financier. Manchester. Pet. Sept. 14. Order Dec. 3.

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HOLLOBONE, CHARLES, Lewisham, Tailor. Greenwich. Pet. Dec. 7. Ord. Dec. 7.
 JONES, THOMAS, BERTHAFAR, Llanfor, nr. Bala, Farmer. Wrexham. Pet. Dec. 2. Ord. Dec. 2.
 LASSETER, LOUIS BOADEN, Daventry, Hotel Proprietor. Northampton. Pet. Nov. 18. Ord. Dec. 8.
 LYON, LAWRENCE, M.P., Pall Mall. High Court. Pet. Oct. 23. Ord. Dec. 8.
 MITCHELL, ALFRED, Harrington, Draper. Whitehaven. Pet. Dec. 7. Ord. Dec. 7.
 PETERS, C. A. KNIGHT, Paddington. High Court. Pet. Oct. 28. Ord. Dec. 6.
 ROBINSON, HARRY, Gloucester. Gloucester. Pet. Nov. 19. Ord. Dec. 6.
 SADLER, FRANK, Fleetwood, Lancs, Cycle Dealer. Blackpool. Pet. Dec. 4. Ord. Dec. 4.
 TATTERSFIELD, CHARLES HENRY, Huddersfield, Wholesale Draper. Huddersfield. Pet. Dec. 6. Ord. Dec. 6.
 TAPLIN, IRENE, Bournemouth, Draper. Poole. Pet. Nov. 23. Ord. Dec. 8.
 WHITE, WALTER, Kingston-upon-Hull. Upholsterer. Kingston-upon-Hull. Pet. Dec. 6. Ord. Dec. 6.
 WRAY, SAMSON, Scunthorpe, Cycle Agent. Great Grimsby. Pet. Dec. 6. Ord. Dec. 6.

FIRST MEETINGS.

ASQUITH, ELLEN, Sheffield, Fruiterer. Sheffield. Dec. 17 at 11.30. Off. Rec., Figgtree-la., Sheffield.
 BRILLIANT, MAEHL, Sale, Cheshire, Blouse Manufacturer. Manchester. Dec. 20 at 3.30. Off. Rec., Byrom-st., Manchester.
 BROWN, THOMAS ROBINSON, Choppington, Market Gardener. Newcastle-upon-Tyne. Dec. 21 at 11. Off. Rec., Peartree-bdg., 4, Northumberland-st., Newcastle-upon-Tyne.
 BROWN, WILLIAM ALBERT, Worcestershire, Worcester. Dec. 21 at 11.30. Copenhagen-st., Worcester.
 CARPENTER, ALFRED, Leamington Spa, Cycle Dealer. Warwick. Dec. 20 at 12.30. Off. Rec., High-st., Coventry.
 COWELL, JAMES, and HALLIWELL, ARTHUR MILLS, Waterfoot, Packing Case makers. Rochdale. Dec. 20 at 3. Off. Rec., Byrom-st., Manchester.
 CREMONINI, GUY SPENCER, Powis-ter, Motor Engineer. High Court. Dec. 20 at 11. Bankruptcy-bdg., Carey-st., W.C.2.
 DAWSON, SAMUEL, Bradford, Typewriter Factor. Bradford. Dec. 17 at 3. Off. Rec., Duke-st., Bradford.
 EAGLEDEN, HARRY MAURICE, Bloomsbury, Surgeon Dentist. High Court. Dec. 21 at 11.30. Bankruptcy-bdg., Carey-st., W.C.2.
 GILMOUR, JACK, Aldermanbury, Hat Manufacturer. High Court. Dec. 20 at 12. Bankruptcy-bdg., Carey-st., W.C.2.
 HARRING, FREDERICK, Totteridge, Herts, Farmer. Barnet. Pet. Sept. 21. Ord. Dec. 8.
 MERRILL, ARTHUR, Whitehill-st., Hastings. Pet. Oct. 12. Ord. Dec. 6.
 MCRAE, JAMES MACKAY, Leicester-sq., Civil Engineer. High Court. Pet. Aug. 25. Ord. Dec. 8.
 MITCHELL, ALFRED, Harrington, Draper. Whitehaven. Pet. Dec. 7. Ord. Dec. 7.
 PETERS, CLEMENT ARTHUR KNIGHT, Paddington. High Court. Pet. Oct. 28. Ord. Dec. 8.
 ROBINSON, HARRY, Gloucester. Gloucester. Pet. Nov. 19. Ord. Dec. 8.

MATTHEWS, FREDERICK, Totteridge, Herts, Farmer. Barnet. Pet. Sept. 21. Ord. Dec. 8.
 MERRILL, ARTHUR, Whitehill-st., Hastings. Pet. Oct. 12. Ord. Dec. 6.
 MCRAE, JAMES MACKAY, Leicester-sq., Civil Engineer. High Court. Pet. Aug. 25. Ord. Dec. 8.
 MITCHELL, ALFRED, Harrington, Draper. Whitehaven. Pet. Dec. 7. Ord. Dec. 7.
 PETERS, CLEMENT ARTHUR KNIGHT, Paddington. High Court. Pet. Oct. 28. Ord. Dec. 8.
 ROBINSON, HARRY, Gloucester. Gloucester. Pet. Nov. 19. Ord. Dec. 8.
 SAUDER, FRANK, Fleetwood, Cycle Dealer. Blackpool. Pet. Dec. 4. Ord. Dec. 4.
 TATTERSFIELD, CHARLES HENRY, Wholesale Draper. Huddersfield. Pet. Dec. 6. Ord. Dec. 6.
 WHITE, WALTER, Kingston-upon-Hull. Upholsterer. Kingston-upon-Hull. Pet. Dec. 6. Ord. Dec. 6.
 WRAY, SAMSON, Scunthorpe, Lincs, Cycle Agent. Great Grimsby. Pet. Dec. 6. Ord. Dec. 6.

RECEIVING ORDERS.

London Gazette.—TUESDAY, Dec. 14.
 BANCROFT, BASIL, Bayswater. High Court. Pet. Nov. 9. Ord. Dec. 10.
 BINNS, FRED, and BINNS, MAURICE, Haworth, Soap Manufacturers. Bradford. Pet. Dec. 10. Ord. Dec. 10.
 BRADFORD, E. SAMUEL, Leeds, Company Director. Leeds. Pet. Nov. 26. Ord. Dec. 10.
 BRAYSHAY, A. E., Aston, Public Contractor. Birmingham. Pet. Oct. 27. Ord. Dec. 9.
 BUCKLEY, HELEN MORLEY, BUCKLEY, LUCY MORLEY, BUCKLEY, EDITH MORLEY and BUCKLEY, CHARLOTTE MORLEY, Boarding School Keepers. Worcester. Pet. Dec. 10. Order. Dec. 10.
 CHRISTIE, JOHN RIDDOCK, Southall, Wholesale Confectioner. Birmingham. Pet. Dec. 11. Ord. Dec. 11.
 COURTY, ERNEST, Whitestone, Devon, Wood Dealer. Exeter. Pet. Dec. 9. Ord. Dec. 9.
 DISNEY, SIDNEY JOHN, Bradwell, Suffolk. Corn Merchant. Great Yarmouth. Pet. Dec. 11. Ord. Dec. 11.
 GODSON, BASIL COKER, Shirley, Motor Engineer. Poole. Pet. Dec. 9. Ord. Dec. 9.
 HALS, EDWARD, Moss Side, Manchester. Insurance Agent. Salford. Pet. Nov. 23. Ord. Dec. 8.
 GRANTHAM, RICHARD, Acomb, Yorkshire, Chemist. York. Pet. Dec. 10. Ord. Dec. 10.
 HANSON, ROBERT, Huddersfield, Furniture Remover. Huddersfield. Pet. Dec. 11. Ord. Dec. 11.
 HART, ELLIOT JOHN, Moss Side, Manchester. Trunk Maker. Salford. Pet. Nov. 23. Ord. Dec. 8.
 HOWARTH, ALFRED LEO, Blackburn, Toy Dealer. Blackburn. Pet. Dec. 10. Ord. Dec. 10.
 HULSTON, WILLIAM EDWARD, Birmingham, Fruiterer. Birmingham. Pet. Dec. 10. Ord. Dec. 10.
 LA ROCHE, FRANCOIS JOSEPH, Hampstead. High Court. Pet. Oct. 29. Ord. Dec. 8.
 LAIDLAY, JAMES EDWARD, Laurence Pountney Hill. High Court. Pet. Oct. 14. Ord. Dec. 8.
 MOLYNEUX, RICHARD, Ince-in-Makerfield, Lancs, Fruiterer. Wigton. Pet. Dec. 9. Ord. Dec. 9.
 OSHATE, REUBEN, Wanstead, Boot Dealer. High Court. Pet. Dec. 9. Ord. Dec. 9.
 PHALP, ROBERT JOHNSON, Stockton-on-Tees, Grocer. Stockton-on-Tees. Pet. Dec. 9. Ord. Dec. 9.
 RILEY, CHARLES HENRY, Graham, nr. Northwich, Automobile Engineer. Nantwich. Pet. Nov. 28. Ord. Dec. 10.
 SORINI, PIO REBONATO, Old-st., High Court. Pet. Nov. 10. Ord. Dec. 9.
 STAFFORD, HOWARD STANLEY, Bristol, Motor Engineer. Bristol. Pet. Dec. 11. Ord. Dec. 11.
 SWINSCOE, JOHN, Skegness, Lincoln. Coventry. Pet. Dec. 9. Ord. Dec. 9.
 TOITE, JOHN, South Hackney, Toy Manufacturer. High Court. Pet. Nov. 1. Ord. Dec. 3.
 WYNNE, THOMAS ARTHUR DUDLEY, Catford, Boot Repairer. Greenwich. Pet. Dec. 9. Ord. Dec. 9.

FIRST MEETINGS.

ARCHER, PERCIVAL HAROLD, Bishopston, Bristol, Motor Engineer. Bristol. Pet. Dec. 8. Ord. Dec. 8.
 BARRELL, WILLIAM, Burnley. Burnley. Pet. Dec. 4. Ord. Dec. 4.
 BRAND, GEORGE CLIFFORD, Brighton, Baker. Brighton. Pet. Nov. 17. Ord. Dec. 8.
 BROWN, WILLIAM ALBERT, Worcestershire. Worcester. Pet. Nov. 15. Ord. Dec. 4.

BUCKEL, ARTHUR, Accrington, Picture Frainer. Blackbourn. Dec. 22 at 10.30. Off. Rec., Winckley-st., Preston.
 COURTY, ERNEST, Whitestone, Devonshire, Wood Dealer. Exeter. Dec. 23 at 11. Off. Rec., Bedford-st., Exeter.

GROTH, L. ALBERT, Jotenhamb, Purley. Croydon. Dec. 22 at 12. York-nd., Westminster Bridge-nd., S.E.1.
 HAYCOCK, HARRY, Northampton, Fishmonger. Northampton. Jan. 4 at 10.30. Off. Rec., The Parade, Northampton.

HILLARY, FRED, Keighley, Chimney Sweep. Bradford. Dec. 21 at 11. Off. Rec., 12, Duke-st., Bradford.

HOLLAND, EDWARD WALTER, High Wycombe, Builder. Aylesbury. Dec. 22 at 12. 1, Saint Aldates, Oxford.

HOSKIN, WILLIAM JOHN, Hayle, Cornwall, Farmer. Truro. Dec. 22 at 12. Off. Rec., 12, Princes-st., Truro.

LA ROCHE, FRANCOIS JOSEPH, Hampstead. High Court. Dec. 23 at 12. Bankruptcy-bdg., Carey-st., W.C.2.

LAIDLAY, JAMES EDWARD, Laurence Pountney Hill. High Court. Dec. 23 at 11. Bankruptcy-bdg., Carey-st., W.C.2.

MILLS, GEORGE, LEONARD, Whitefield, Lancs, Engineer. Bolton. Dec. 22 at 3.30. Off. Rec., Byrom-st., Manchester.

OSHATE, REUBEN, Wanstead, Boot Dealer. High Court. Dec. 21 at 12.30. Bankruptcy-bdg., Carey-st., W.C.2.

PARKER, GEOFFREY, West Ealing, Book Distributor. Bradford. Dec. 23 at 11.30. Bedford-road, W.C.1.

PHALP, ROBERT JOHNSON, Stockton-on-Tees. Grocer. Stockton-on-Tees. Dec. 23 at 2.15. Off. Rec., High-st., Stockton-on-Tees.

ROBINSON, HARRY, Gloucester. Gloucester. Dec. 22 at 11.30. Off. Rec., Baldwin-st., Bristol.

SORINI, PIO REBONATO, Old-st., High Court. Dec. 22 at 12. Bankruptcy-bdg., Carey-st., W.C.2.

TOITE, JOHN, South Hackney, Toy Manufacturer. High Court. Dec. 22 at 11. Bankruptcy-bdg., Carey-st., W.C.2.

VARDY, JOHN WILLIAM, Brimington, Greengrocer. Chesterfield. Dec. 22 at 11. Off. Rec., Castle-pl., Notts.

WARRINGTON, HENRY JAMES, Fairfield, nr. Manchester. Estate Manager. Bangor. Dec. 21 at 2.30. Off. Rec., Crypt-chambers, Eastgate-row, Chester.

WHITNEY, WILLIAM GAUL, Wellington, Grocer. Northampton. Jan. 4 at 10.30. Off. Rec., The Parade, Northampton.

WILSON, JAMES ARTHUR, Cheetham Hill, Manchester, Builder. Manchester. Dec. 22 at 3. Off. Rec., Byrom-st., Manchester.

WILLIAMS, CAROLINE ELIZABETH, Ludlow, Salop, Draper. Leominster. Dec. 22 at 2. Off-st., Hereford.

WRAY, SAMSON, Scunthorpe, Lincolnshire, Cycle Agent. Great Grimsby. Dec. 23 at 11. Off. Rec., St. Mary's-chambers, Great Grimsby.

WYNNE, THOMAS ARTHUR DUDLEY, Catford, Shoe Repairer. Greenwich. Dec. 22 at 11.30. York-nd., Westminster Bridge-nd., S.E.1.

ADJUDICATIONS.

BINNS, FRED, and BINNS, MAURICE, Haworth, Soap Manufacturers. Bradford. Pet. Dec. 10. Ord. Dec. 10.

BUCKLEY, HELEN MORLEY, BUCKLEY, LUCY MORLEY, BUCKLEY, EDITH MORLEY, and BUCKLEY, CHARLOTTE MORLEY, Boarding School Keepers. Worcester. Pet. Dec. 10. Order. Dec. 10.

CHRISTIE, JOHN RIDDOCK, Southall, Wholesale Confectioner. Birmingham. Pet. Dec. 11. Ord. Dec. 11.

COLEMAN, WALTER HEDLEY, Bowes Park, N.2, Merchants' Agent. High Court. Pet. Nov. 3. Ord. Dec. 10.

COURTY, ERNEST, Whitestone, Devon, Wood Dealer. Exeter. Pet. Dec. 9. Ord. Dec. 9.

EDGERLEY, CHARLES SAMUEL, Maidenhead, Berks. Windsor. Pet. A.M. 30. Ord. Dec. 10.

FIELD, JOHN, Bolton, General Dealer. Bolton. Pet. Oct. 7. Ord. Dec. 10.

FRUCHTMAN, ARON, Drummond-st., N.W. High Court. Pet. Oct. 30. Ord. Dec. 11.

GODSON, BASIL COKER, Shirley, Motor Engineer. Poole. Pet. Dec. 9. Ord. Dec. 9.

GRANTHAM, RICHARD, Acomb, Yorks, Chemist. York. Pet. Dec. 10. Ord. Dec. 10.

HANSON, ROBERT, Huddersfield, Furniture Remover. Huddersfield. Pet. Dec. 11. Ord. Dec. 11.

HARRISON, ALFRED HENRY, Trinity-sq., High Court. Pet. Oct. 27. Ord. Dec. 9.

HEALD, WILLIAM TILLOTSON, Moss Side, Manchester, Retail Grocer. Salford. Pet. Nov. 5. Ord. Dec. 9.

HOLMAN, FREDERICK, Liverpool, Hairdresser. Liverpool. Pet. Oct. 15. Ord. Dec. 10.

HOLLOBONE, CHARLES, Lewisham, Tailor. Greenwich. Pet. Dec. 7. Ord. Dec. 9.

HOWARD, BERNARD, Penrith, Carlisle. Pet. Oct. 11. Ord. Dec. 8.

HOWARTH, ALFRED LEO, Blackburn, Toy Dealer. Blackburn. Pet. Dec. 10. Ord. Dec. 10.

HULTON, WILLIAM EDWARD, Birmingham, Fruiterer. Birmingham. Pet. Dec. 10. Ord. Dec. 10.

MOLYNEUX, RICHARD, Ince-in-Makerfield, Lancs, Fruiterer. Wigton. Pet. Dec. 9. Ord. Dec. 9.

PHALP, ROBERT JOHNSON, Stockton-on-Tees, Grocer. Stockton-on-Tees. Pet. Dec. 9. Ord. Dec. 9.

STAFFORD, HOWARD STANLEY, Bristol, Motor Engineer. Bristol. Pet. Dec. 11. Ord. Dec. 11.

SWINSCOE, JOHN, Skegness, Lincoln. Coventry. Pet. Dec. 9. Ord. Dec. 9.

WYNNE, THOMAS ARTHUR DUDLEY, Catford, Shoe Repairer. Greenwich. Pet. Dec. 9. Ord. Dec. 9.

London Gazette.—TUESDAY, Dec. 14.

ORDERS ANNULLING AND RESCINDING ORDERS.

MACALLAN, JAMES BRISTOW, Broad-st., House, Merchant High Court. Nature and Date of Order Annnuled and Rescinded. Adjudication dated Aug. 4, 1920, annulled. Rec. Ord. dated July 14, 1920, rescinded.

PETIT, WILLIAM, 71, St. Quintin's-av., N. Kensington. High Court. Nature and Date of Order Annnuled and Rescinded. Adjudication dated July 22, 1920, annulled. Rec. Ord. dated July 1, 1920, rescinded.

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